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- 1. I am a defendant in this action, and I am a citizen and resident of New Jersey. I make this Declaration in support of the motion to dismiss made by Defendants named in the First Amended Complaint as Private Label Sourcing, LLC (a Delaware Limited Liability Company), Private Label Sourcing, LLC (a New Jersey Limited Liability Company), Second Skin, LLC and me. I have personal knowledge of the facts stated in this Declaration.
- 2. I am an owner of a fifty (50%) ownership interest in the Defendant Private Label Sourcing, LLC (Delaware) (hereinafter "PLSL"). The Defendant Jetwell Garments, Ltd. (hereinafter "Jetwell"), is owner of the other fifty (50%) membership interest in PLSL. Chueng Kin ("Jocky") is the sole owner of Jetwell. Defendant Well Success Textile (HK) Co. Ltd. ("Well Success Textile") is not an owner, member, or agent of PLSL.
- 3. PLSL is a limited liability company formed under the laws of the State of Delaware and is registered to do business in New Jersey. There is only one PLSL; no PLSL was formed under the law of the State of New Jersey. PLSL is a garment supplier that imports garments for U.S. retailers from Hong Kong. PLSL operates as a limited liability company with proper observance of the LLC as the entity doing business. PLSL's company documents are maintained in New York City and New Jersey offices.
- 4. PLSL's sole contact with the State of California is clearing goods through customs that are shipped to a California port. After the goods clear customs, PLSL's retail clients take possession of the goods from a warehouse. PLSL is not responsible for transportation of the goods from California to any destination. PLSL does not have an office in California. PLSL does not have any assets in California. PLSL does not have any bank accounts in California. PLSL is not registered to business in California.
- 5. Furthermore, Jetwell and I are the only members of PLSL, and we have not authorized any other individuals or companies to enter into contracts, or otherwise bind, PLSL. Jimmy Tsui, is not, and has never been, a member or employee of PLSL; and Jimmy Tsui is not, and has never been, an employee of Jetwell. Furthermore, Jimmy Tsui is not, nor has he ever been, authorized to act on behalf of PLSL. In addition,

Defendant Well Success Textile is not a member, owner and/or affiliate of PLSL, and is not authorized to act on behalf of PLSL. Nor is Defendant Well Success Textile authorized to act as the "accounting office" of PLSL.

- 6. In addition, I am the sole owner of Second Skin, LLC. Second Skin, LLC is a limited liability company formed under the laws of the State of New Jersey in April 2005 and operates as a limited liability company with proper observance of the LLC as the entity doing business. Second Skin, LLC was not formed as an "alter ego" to PLSL, nor am I an "alter ego" to Second Skin, LLC. Contrary to insinuations in plaintiff's papers, Second Skin, LLC was not formed to conceal money from PLSL's creditors or from the defendant Bruce Allen. Second Skin, LLC was formed as a completely separate entity in which Jetwell has no interest.
- 7. I formed Second Skin, LLC as a separate entity to undertake entirely different business than PLSL. Second Skin, LLC was formed to work with international manufacturers in Turkey specializing in seamless apparel. Particularly, Second Skin, LLC was not a party to, and is in no way involved in, the contract with the Plaintiff C&C Textile Co., Ltd. that is a subject of the First Amended Complaint.
- 8. In addition, Second Skin, LLC never received any money payable to PSLS or for any PSLS contracts. Particularly, Second Skin, LLC did not receive any payments for merchandise relating to contract at issue in this case. PLSL is, and has always been, a company in good standing, and has paid its own creditors since the time it was formed.
- 9. Second Skin, LLC does not do any business in or have any contact with the State of California. Second Skin, LLC does not have an office anywhere in California. Second Skin, LLC does not have any assets in California. Second Skin, LLC does not have any bank accounts in California. Second Skin, LLC is not registered to business in California.
- 10. In connection with the contract with Plaintiff C & C Textiles Co., Ltd. that is the subject of this case, I did not enter the State of California and I did not personally do anything involving communications to anyone in California. I have no office in California; I have no bank account in California; and I have no assets in California.

I declare under the penalty of perjury that the foregoing is true and correct.

Dated: March 11, 2008

Christine Dente

Notary Public, State of New York
No. 02MI6008077
Qualified in New York County
Commission Expires June 1, 20

se 1:	07-cv-06665-HB-DCF Document 54-3	"F	filed 06/10/2008 Page 7 of 57 3
1	UNITED STATES DISTRICT COURT	1	· ·
2	SOUTHERN DISTRICT OF NEW YORK	2	STIPULATIONS
3	x	3	
	ATATEKE COREION TRADELITO JORDANI	4	IT IS HEREBY STIPULATED AND AGREED,
4	ATATEKS FOREIGN TRADE LTD., JORDAN and ATATEKS DIS TICARET A.S.,	5	by and between counsel for the respective parties
5		6	hereto, that all objections, except as to form,
	Plaintiffs,	7	are reserved to the time of trial.
6	v. Index No:	8	IT IS FURTHER STIPULATED AND AGREED
7	07 Civ 6665 (HB)	9	that the deposition may be signed and sworn to
	PRIVATE LABEL SOURCING, LLC and	10	before any officer authorized to administer an
8	SECOND SKIN, LLC,	11	oath.
9	Defendants.	12	IT IS FURTHER STIPULATED AND AGREED
10	X	13	that the sealing and filing of the deposition be
111	May 29, 2008	14	waived.
	10:02 a.m.	15	
12 13		16	
14	Deposition of CHRISTINE ANN DENTE,	17	
15	taken by plaintiffs, held at the offices of Eric	18	
16 17	J. Grannis, Esq., 620 Fifth Avenue, New York, New York 10020, before Maureen McCormick, a Notary	19	
18	Public of the State of New York.	20	
19		21	
20 21		22	
22		23	
23		24	
24 25		25	
	2		4
1		1	C. Dente
2	APPEARANCES:	2	CHRISTINE ANN DENTE,
3		3	called as a witness, having been duly sworn,
4	ERIC J. GRANNIS, ESQ.	4	testified as follows:
5	Attorney for Plaintiffs	5	EXAMINATION
6	620 Fifth Avenue	6	BY MR. GRANNIS:
7	New York, NY 10020	7	Q. What is your name?
8		8	A. Christine Ann Dente.
9		9	Q. Where do you reside?
10	NESENOFF & MILTENBERG, LLP	10	A. 935 Sedgewick Court, Westfield, New
11	Attorneys for Defendants	11	Jersey 07090.
12	363 Seventh Avenue, Fifth Floor	12	Q. Hello, Ms. Dente. Welcome.
13	New York, New York 10001-3904	13	A. Thank you.
14	BY: PHILIP A. BYLER, ESQ.	14	Q. If any of my questions are unclear,
15		15	just ask me to rephrase them.
16	ALCO PRECENT.	16	A. Okay.
17	ALSO PRESENT:	17	Q. Just also remember a couple of things
18	DAVID CONNELLY	18	that are just useful in depositions, which is
19	ALP DUMAN	19	that, you know, in normal conversation, we
20		20	sometimes will nod our head or say uh-huh, but
21		21	it's better in a deposition to say yes or no so
22		22	the court reporter can hear it.
23		23	A. Okay.
24		24	Q. And the other point is that sometimes in conversation people will understand a question
		25	in conversation beoble will understand a duestion of

e 1:(07-cv-06665-HB-DCF Document 54-3	F	iled 06/10/2008 Page 8 of 57 7
1	C. Dente	1	C. Dente
2	halfway through and will begin answering it	2	the retailer, develop the product, and then
3	because they know where the question is going,	3	ultimately ship it with the retailer's label in
4	but in a deposition it's better to let me finish	4	the product.
5	the question, even if you know where the question	5	Q. Where were goods manufactured for
_	is going so that the court reporter can get it	6	Boulevard Apparel?
6	clearly down before she takes down your answer.	7	A. Worldwide.
7	A. Absolutely. No problem.	1	Q. When you founded Private Label in 2001,
8	· ·	8	
9	Q. Ms. Dente, did you go to college?	9	did you found it with anybody else?
10	A. Yes, I did.	10	A. Yes, Mr. Bruce Allen.
11	Q. Where did you go to college?	11	Q. What did Mr. Allen contribute in 2001
12	A. Fashion Institute of Technology in	12	to the founding?
13	Manhattan.	13	A. He handled the financial side of the
14	Q. Did you graduate?	14	business, and I handled the sales, merchandising,
15	A. I did.	15	and production side.
16	Q. When did you graduate?	16	Q. How did you come to know Mr. Allen?
17	A. 1985.	17	A. We worked together both at Danielle
18	Q. Can you give me a very brief overview	18	Caron and also at Boulevard Apparel Group.
19	of your career in fashion or business prior to	19	Q. Tell me about the business of Private
20	founding Private Label?	20	Label in the first couple of years.
21	 A. Would you like exact companies and 	21	What did it sell?
22	dates?	22	A. What type of product did it sell?
23	Q. How many of them would there be,	23	Q. Yes.
24	approximately?	24	A. Ladies apparel.
25	A. About five.	25	Q. Which manufacturers did it work with at
	6		8
1 4	C. Dente	1	C. Dente
1	_	1 -	
2	Q. Yes, let's do that.	2	that time?
	_	l	that time? A. Again, worldwide. We worked with
2	Q. Yes, let's do that.A. Okay. So I can reference myQ. Absolutely.	2	that time? A. Again, worldwide. We worked with factories all around the world.
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2 3 4 5	Q. Yes, let's do that.A. Okay. So I can reference myQ. Absolutely.A. The first company I worked for out of	2 3 4 5	that time? A. Again, worldwide. We worked with factories all around the world. Q. Who did you sell to in those first couple of years? A. We sold to Target. We sold to
2 3 4 5 6	 Q. Yes, let's do that. A. Okay. So I can reference my Q. Absolutely. A. The first company I worked for out of college was the Joseph & Friss & Company, and 	2 3 4 5 6	that time? A. Again, worldwide. We worked with factories all around the world. Q. Who did you sell to in those first couple of years?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. Yes, let's do that. A. Okay. So I can reference my — Q. Absolutely. A. The first company I worked for out of college was the Joseph & Friss & Company, and that was from 1985 to 1989; and then I worked for a company Faddalley, Inc., from 1989 to 1992. Q. How do you spell Faddalley? A. F-A-D-D-A-L-L-E-Y. And then from there I worked for a company called Tropic Tex from 1992 to 1994; and then from there I worked at a company called Danielle Caron from 1994 to 1995; then I worked for Miss Julie Apparel, from 1995 to 1996; and then Boulevard Apparel Group from 1996 to 2001; and then finally Private Label Sourcing, which was formed in 2001. Q. What did you do at Boulevard Apparel? A. Sales, merchandising, and production. Q. Tell me more about the business of Boulevard Apparel. A. It serviced the mass market group of	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Again, worldwide. We worked with factories all around the world. Q. Who did you sell to in those first couple of years? A. We sold to Target. We sold to Wal-Mart. We did some business with Kmart. Q. Were you 50-50 partners with Mr. Allen? A. Yes, we were. MR. GRANNIS: Off the record. (Discussion off the record.) Q. At a certain point in time, did Mr. Allen come to sell his ownership in Private Label? A. Yes, he did. Q. When was that? A. In January of 2006. Q. How did that come about? A. I'm not sure I know. I'm not sure I understand the question. Q. Did Mr. Allen tell you why he was selling his interest?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. Yes, let's do that. A. Okay. So I can reference my — Q. Absolutely. A. The first company I worked for out of college was the Joseph & Friss & Company, and that was from 1985 to 1989; and then I worked for a company Faddalley, Inc., from 1989 to 1992. Q. How do you spell Faddalley? A. F-A-D-D-A-L-L-E-Y. And then from there I worked for a company called Tropic Tex from 1992 to 1994; and then from there I worked at a company called Danielle Caron from 1994 to 1995; then I worked for Miss Julie Apparel, from 1995 to 1996; and then Boulevard Apparel Group from 1996 to 2001; and then finally Private Label Sourcing, which was formed in 2001. Q. What did you do at Boulevard Apparel? A. Sales, merchandising, and production. Q. Tell me more about the business of Boulevard Apparel. A. It serviced the mass market group of retailers. We were strictly Private Label, so	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. Again, worldwide. We worked with factories all around the world. Q. Who did you sell to in those first couple of years? A. We sold to Target. We sold to Wal-Mart. We did some business with Kmart. Q. Were you 50-50 partners with Mr. Allen? A. Yes, we were. MR. GRANNIS: Off the record. (Discussion off the record.) Q. At a certain point in time, did Mr. Allen come to sell his ownership in Private Label? A. Yes, he did. Q. When was that? A. In January of 2006. Q. How did that come about? A. I'm not sure I know. I'm not sure I understand the question. Q. Did Mr. Allen tell you why he was selling his interest? A. The year prior to 2006, Mr. Allen had a
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q. Yes, let's do that. A. Okay. So I can reference my — Q. Absolutely. A. The first company I worked for out of college was the Joseph & Friss & Company, and that was from 1985 to 1989; and then I worked for a company Faddalley, Inc., from 1989 to 1992. Q. How do you spell Faddalley? A. F-A-D-D-A-L-L-E-Y. And then from there I worked for a company called Tropic Tex from 1992 to 1994; and then from there I worked at a company called Danielle Caron from 1994 to 1995; then I worked for Miss Julie Apparel, from 1995 to 1996; and then Boulevard Apparel Group from 1996 to 2001; and then finally Private Label Sourcing, which was formed in 2001. Q. What did you do at Boulevard Apparel? A. Sales, merchandising, and production. Q. Tell me more about the business of Boulevard Apparel. A. It serviced the mass market group of	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 HILL	A. Again, worldwide. We worked with factories all around the world. Q. Who did you sell to in those first couple of years? A. We sold to Target. We sold to Wal-Mart. We did some business with Kmart. Q. Were you 50-50 partners with Mr. Allen? A. Yes, we were. MR. GRANNIS: Off the record. (Discussion off the record.) Q. At a certain point in time, did Mr. Allen come to sell his ownership in Private Label? A. Yes, he did. Q. When was that? A. In January of 2006. Q. How did that come about? A. I'm not sure I know. I'm not sure I understand the question. Q. Did Mr. Allen tell you why he was selling his interest? A. The year prior to 2006, Mr. Allen had a lot of health issues. He did not come to the

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1	C. Dente	1	C. Dente
2	office very often. I would say within the year	2	I don't know a full number.
3	of 2005, he was there maybe collectively one	3	Q. Could you say whether it was less or
4	month, and I think just the stress of the	4	more than a million dollars?
5	business. His health issues led him to make a	5	A. I would have to check for you.
6	decision to pursue other interests.	6	Q. Do you know whether it's less or more
7	Q. Is that what he told you about the	7	than \$5 million?
8	reason he was doing that?	8	A. I would have to check for you.
9	A. Yes.	9	Q. Do you know if it's less or more than
10	Q. Am I right that Jetwell Garments came	10	\$10 million?
11	to own 50 percent of Private Label?	11	A. I would have to check for you.
12	A. They purchased 50 percent of Mr.	12	Q. Do you know if it's less or more than
13	Allen's shares, yes.	13	\$100 million?
14	Q. Just to be clear, did they purchase all	14	A. I would have to check for you.
15	of Mr. Allen's shares?	15	Q. Do you know if it's less or more than a
	A. Yes, they did.	16	billion dollars?
16			A. I would have to check for you.
17	•	17	
18	A. Jockey Cheung.	18	Q. Just so I understand, your testimony
19	Q. Where does Mr. Cheung live?	19	today is that you are unsure as to whether or not
20	A. Hong Kong.	20	you had more than a billion dollars of sales?
21	Q. How did Mr. Allen become acquainted	21	A. I'm unsure as to what the year-to-date
22	with Mr. Cheung as a potential buyer?	22	sales are.
23	A. We were doing business with a factory	23	Q. And you are unsure as whether or not
24	based in Hong Kong called Well Success, and	24	they're more or less than a billion dollars?
25	Jockey was owners or partners. I'm not a hundred	25	A. I'm just answering your question that I
	10 C. Dente	1	12 C. Dente
1 2	percent sure, because we didn't get involved in	2	would have to check for you as to what the total
3	the ownership of Well Success, but was a partner	3	sales were to date.
,	in Well Success I don't know what percentage	4	Q. My question was: Were they more or
5	and that's how we met him.	5	less than a billion dollars? And you can't
	Q. Have you ever drawn a salary from	6	answer that?
6	Private Label?	`	•
7		7	
8	A. I'm paid by Private Label, yes.	8	Q. Are they more or less than a hundred
9	Q. As an owner of Private Label, you have	9	million?
	received at times distributions arising from your	10	A. Less.
10	aumanahin intarasti is that somest?		^
11	ownership interest; is that correct?	11	Q. Are they more or less than 10 million?
11 12	A. I drew a salary from Private Label.	12	A. I would have to check for you.
11	A. I drew a salary from Private Label.Q. You drew a salary, and did you also	12 13	A. I would have to check for you.Q. Are they more or less than a million?
11 12	A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label?	12	A. I would have to check for you.Q. Are they more or less than a million?A. I would have to check for you.
11 12 13	 A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label? A. Which was considered part of our 	12 13	 A. I would have to check for you. Q. Are they more or less than a million? A. I would have to check for you. Q. So you couldn't state for certain that
11 12 13 14	 A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label? A. Which was considered part of our salary. 	12 13 14	 A. I would have to check for you. Q. Are they more or less than a million? A. I would have to check for you. Q. So you couldn't state for certain that they have had at least a million dollars in sales
11 12 13 14 15	 A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label? A. Which was considered part of our 	12 13 14 15	 A. I would have to check for you. Q. Are they more or less than a million? A. I would have to check for you. Q. So you couldn't state for certain that they have had at least a million dollars in sales so far this year?
11 12 13 14 15	 A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label? A. Which was considered part of our salary. 	12 13 14 15 16	 A. I would have to check for you. Q. Are they more or less than a million? A. I would have to check for you. Q. So you couldn't state for certain that they have had at least a million dollars in sales
11 12 13 14 15 16	 A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label? A. Which was considered part of our salary. Q. Did you ever receive a W-2 from Private 	12 13 14 15 16 17	 A. I would have to check for you. Q. Are they more or less than a million? A. I would have to check for you. Q. So you couldn't state for certain that they have had at least a million dollars in sales so far this year?
11 12 13 14 15 16 17 18	A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label? A. Which was considered part of our salary. Q. Did you ever receive a W-2 from Private Label?	12 13 14 15 16 17 18	A. I would have to check for you. Q. Are they more or less than a million? A. I would have to check for you. Q. So you couldn't state for certain that they have had at least a million dollars in sales so far this year? A. I would have to check.
11 12 13 14 15 16 17 18 19	A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label? A. Which was considered part of our salary. Q. Did you ever receive a W-2 from Private Label? A. Yes, so all income was on the W-2.	12 13 14 15 16 17 18 19	A. I would have to check for you. Q. Are they more or less than a million? A. I would have to check for you. Q. So you couldn't state for certain that they have had at least a million dollars in sales so far this year? A. I would have to check. Q. What goods are you selling at Private
11 12 13 14 15 16 17 18 19 20	A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label? A. Which was considered part of our salary. Q. Did you ever receive a W-2 from Private Label? A. Yes, so all income was on the W-2. Q. Is Private Label commercially active	12 13 14 15 16 17 18 19 20	A. I would have to check for you. Q. Are they more or less than a million? A. I would have to check for you. Q. So you couldn't state for certain that they have had at least a million dollars in sales so far this year? A. I would have to check. Q. What goods are you selling at Private Label now?
11 12 13 14 15 16 17 18 19 20 21	A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label? A. Which was considered part of our salary. Q. Did you ever receive a W-2 from Private Label? A. Yes, so all income was on the W-2. Q. Is Private Label commercially active today? A. Yes, it is.	12 13 14 15 16 17 18 19 20 21	A. I would have to check for you. Q. Are they more or less than a million? A. I would have to check for you. Q. So you couldn't state for certain that they have had at least a million dollars in sales so far this year? A. I would have to check. Q. What goods are you selling at Private Label now? A. Ladies' apparel.
11 12 13 14 15 16 17 18 19 20 21	A. I drew a salary from Private Label. Q. You drew a salary, and did you also receive distributions from Private Label? A. Which was considered part of our salary. Q. Did you ever receive a W-2 from Private Label? A. Yes, so all income was on the W-2. Q. Is Private Label commercially active today? A. Yes, it is.	12 13 14 15 16 17 18 19 20 21 22	A. I would have to check for you. Q. Are they more or less than a million? A. I would have to check for you. Q. So you couldn't state for certain that they have had at least a million dollars in sales so far this year? A. I would have to check. Q. What goods are you selling at Private Label now? A. Ladies' apparel. Q. Where did you get those goods from?

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1	C. Dente	1 C. Dente
2	A. We have a factory matrix of more than a	2 Q. Would you spell Tally, please?
3	hundred factories. Whether we use all of them,	3 A. T-A-L-L-Y. Mabel Kwan.
4	it depends. From time to time, depends on the	4 Q. Could you spell Kwan?
5	product.	5 A. K-W-A-N. Shanny Guzman.
6	Q. Can you name five among your top	6 Q. How do you spell Shanny?
7	manufacturers today?	7 A. S-H-A-N-N-Y.
8	A. For Private Label?	8 Q. Others?
9	Q. Yes.	9 A. George Montalbano, Stanley Waldon, Lisa
10	A. Well Success.	10 Burke, and that's it.
11	Q. Any others?	11 Q. I count six. You had mentioned nine.
12	A. Well Success is the largest.	12 Were there others?
13	Q. Can you tell me others that are among	13 A. Myself. I believe I said approximately
14	your top five?	14 nine.
15	A. Basul.	15 Q. So on further reflection, does it
16	Q. Any others?	16 appear there's seven, because you have given me
17	A. That's it.	17 seven names?
18	Q. When you say that's it, what do you	18 A. Let me go through in my mind. Lisa
19	mean? Because you mentioned before you had a	19 Burke, Shanny, David, Mabel, Stanley, George.
20	hundred factories that you could draw upon.	20 Yes.
21	A. And I believe that you asked me who I	21 Q. Do you know whether these are all
22	was doing the largest amount of business with	22 technically employees?
23	currently, so I	23 Do you know that there's a difference
24	Q. What would be after Well Success and	24 between an employee and an independent
25	Basul?	25 contractor?
	14	16
1	C. Dente	1 C. Dente
1 2	C. Dente A. I would really have to check for you.	C. Dente A. I'm not sure. Are you asking me from a
	C. Dente	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid?
2	C. Dente A. I would really have to check for you. That's where our business is concentrated right now.	C. Dente C. Den
2	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would —	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a
2 3 4	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business wouldwould you think it would represent more than half	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent
2 3 4 5	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would — would you think it would represent more than half of your business, those two companies?	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported
2 3 4 5 6 7 8	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would — would you think it would represent more than half of your business, those two companies? A. Yes.	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes?
2 3 4 5 6 7 8 9	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul?	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so.
2 3 4 5 6 7 8 9	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would — would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel.	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not
2 3 4 5 6 7 8 9 10	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced?	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees
2 3 4 5 6 7 8 9 10 11	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would — would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey.	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label?
2 3 4 5 6 7 8 9 10 11 12 13	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies'	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes.
2 3 4 5 6 7 8 9 10 11 12 13	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul?	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors?
2 3 4 5 6 7 8 9 10 11 12 13 14	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul? A. Are you asking me for specific factory	A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors? A. Yes, we do.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul? A. Are you asking me for specific factory names?	C. Dente A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors? A. Yes, we do. Q. As employees?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul? A. Are you asking me for specific factory names? Q. If you have them.	A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors? A. Yes, we do. Q. As employees? A. Yes.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul? A. Are you asking me for specific factory names? Q. If you have them. A. There's multiple factories. I would	A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors? A. Yes, we do. Q. As employees? A. Yes. Q. How long has Mr. Tally been employed by
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul? A. Are you asking me for specific factory names? Q. If you have them. A. There's multiple factories. I would have to there's multiple factories.	A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors? A. Yes, we do. Q. As employees? A. Yes. Q. How long has Mr. Tally been employed by Private Label?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul? A. Are you asking me for specific factory names? Q. If you have them. A. There's multiple factories. I would have to there's multiple factories. Q. How many employees does Private Label	A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors? A. Yes, we do. Q. As employees? A. Yes. Q. How long has Mr. Tally been employed by Private Label? A. I would have to check the dates for all
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul? A. Are you asking me for specific factory names? Q. If you have them. A. There's multiple factories. I would have to there's multiple factories. Q. How many employees does Private Label have today?	A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors? A. Yes, we do. Q. As employees? A. Yes. Q. How long has Mr. Tally been employed by Private Label? A. I would have to check the dates for all the employees for you. I don't know that
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul? A. Are you asking me for specific factory names? Q. If you have them. A. There's multiple factories. I would have to there's multiple factories. Q. How many employees does Private Label have today? A. Approximately nine.	A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors? A. Yes, we do. Q. As employees? A. Yes. Q. How long has Mr. Tally been employed by Private Label? A. I would have to check the dates for all the employees for you. I don't know that information off the top of my head.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul? A. Are you asking me for specific factory names? Q. If you have them. A. There's multiple factories. I would have to there's multiple factories. Q. How many employees does Private Label have today? A. Approximately nine. Q. Can you tell me the names of those nine	A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors? A. Yes, we do. Q. As employees? A. Yes. Q. How long has Mr. Tally been employed by Private Label? A. I would have to check the dates for all the employees for you. I don't know that information off the top of my head. MR. GRANNIS: I'll ask that that information be
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente A. I would really have to check for you. That's where our business is concentrated right now. Q. How much of your business would would you think it would represent more than half of your business, those two companies? A. Yes. Q. What do you buy through Basul? A. Ladies' apparel. Q. Where is that ladies' apparel produced? A. In Turkey. Q. What companies produce that ladies' apparel for Basul? A. Are you asking me for specific factory names? Q. If you have them. A. There's multiple factories. I would have to there's multiple factories. Q. How many employees does Private Label have today? A. Approximately nine.	A. I'm not sure. Are you asking me from a tax purpose from the way an employee is paid? Q. Correct. Do you understand that? Do you understand that there's a difference between an employee and an independent contractor in terms of the way that's reported for tax purposes? A. I believe so. Q. Do you happen to know whether or not you report these individuals as being employees of Private Label? A. Yes. Q. Or independent contractors? A. Yes, we do. Q. As employees? A. Yes. Q. How long has Mr. Tally been employed by Private Label? A. I would have to check the dates for all the employees for you. I don't know that information off the top of my head.

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1		C. Dente	1	C. Dente
2		THE WITNESS: I prefer not to guess.	2	Q. Who was Second Skin paid by?
3	If v	ou're asking me for exact dates, I would	3	A. I'm not sure what the question is.
4	•	fer to give you exact information. I	4	Q. Did Second Skin receive revenue?
5	•	k it's important.	5	A. Yes.
6	• • • • • • • • • • • • • • • • • • • •	MR. GRANNIS: That's fine. I'm	6	Q. You received money?
7	ame	enable to that.	7	A. Yes.
8	Q.	But these are current employees,	8	Q. Who did you receive money from?
9	correct?		9	A. I'm still not clear about the question.
10	Α.	That's correct.	10	Q. Did you receive money from Synko?
11	Q.	Where are the offices of Private Label?	11	A. What time period are we talking about?
12	A.	597 Broadway.	12	I think the question's very general.
13	Q.	When was the company Second Skin	13	Q. If I ask for all the money that all
14	founded		14	the people that have ever paid money to Second
15	_	July of 2005.	15	Skin, is that going to be a lot of entities?
16	Q.	Who owns Second Skin?	16	MR. BYLER: Money for whatever reason?
17	Q. А.	Christine Dente.	17	MR. GRANNIS: Yes. I just wanted to
18	Q.	And that's you?	18	know the source of the revenue.
19	Q. A.	100 percent. Yes, I do.	19	Q. Its sounds like you worked with two
20	Q.	What was it founded to do?	20	companies, Synko and Basul. Maybe the answer is
21	Q. A.	Specifically it didn't have one	21	you received your revenues from Synko and Basul
22		purpose. At the time when it was	22	by providing services to them.
		I was consulting.	23	MR. BYLER: Just objection to form.
23		<u>-</u>		Revenues could have a narrow meaning or a
24	Q. A.	Can you explain that?	24	broad meaning, revenues in terms of the sale
25		Joining retailers with factories,	25	20
ı		10		20
1		C. Dente	1	
1 2	helpina 1	C. Dente them place production as a liaison.	1 2	C. Dente
2	• –	them place production as a liaison.	2	C. Dente of product, revenues in the sense of any
2 3	Q.	them place production as a liaison. Is Second Skin still active?	2	C. Dente of product, revenues in the sense of any kind of income that might include
2 3 4	Q. A.	them place production as a liaison. Is Second Skin still active? Yes, it is.	2	C. Dente of product, revenues in the sense of any kind of income that might include commissions.
2 3 4 5	Q. A. Q.	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today?	2 3 4	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your
2 3 4	Q. A.	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same.	2 3 4 5	C. Dente of product, revenues in the sense of any kind of income that might include commissions.
2 3 4 5 6	Q. A. Q. A.	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees?	2 3 4 5 6	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question.
2 3 4 5 6 7	Q. A. Q. A. Q.	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me,	2 3 4 5 6 7	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest
2 3 4 5 6 7 8	Q. A. Q. A. Q. A. besides	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me,	2 3 4 5 6 7 8	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that
2 3 4 5 6 7 8	Q. A. Q. A. Q. A. besides	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself.	2 3 4 5 6 7 8	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin.
2 3 4 5 6 7 8 9	Q. A. Q. A. Q. A. besides Q.	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that?	2 3 4 5 6 7 8 9	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking
2 3 4 5 6 7 8 9 10	Q. A. Q. A. Q. A. besides Q. A.	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado.	2 3 4 5 6 7 8 9 10	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions?
2 3 4 5 6 7 8 9 10 11	Q. A. Q. A. besides Q. A. Q.	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado.	2 3 4 5 6 7 8 9 10 11 12	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money.
2 3 4 5 6 7 8 9 10 11 12 13	Q. A. Q. A. besides Q. A. Q. Skin?	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second	2 3 4 5 6 7 8 9 10 11 12 13 14	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about?
2 3 4 5 6 7 8 9 10 11 12 13 14	Q. A. Q. A. besides Q. A. Q. Skin? A. Q.	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second Yes, I am.	2 3 4 5 6 7 8 9 10 11 12 13 14	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about? Q. From the beginning of the company to
2 3 4 5 6 7 8 9 10 11 12 13 14	Q. A. Q. A. besides Q. A. Q. Skin? A. Q. Second	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second Yes, I am. What are some of the manufacturers that	2 3 4 5 6 7 8 9 10 11 12 13 14	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about? Q. From the beginning of the company to the present.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q. A. Q. A. besides Q. A. Q. Skin? A. Q. Second	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second Yes, I am. What are some of the manufacturers that Skin works with? Synko, out of Korea.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about? Q. From the beginning of the company to the present. MR. BYLER: If you want to, you know,
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. A. Q. A. besides Q. A. Q. Skin? A. Q. Second	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second Yes, I am. What are some of the manufacturers that Skin works with? Synko, out of Korea.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about? Q. From the beginning of the company to the present. MR. BYLER: If you want to, you know, answer in terms of time frame, go ahead, if
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q. A. Q. A. besides Q. A. Q. Skin? A. Q. Second	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second Yes, I am. What are some of the manufacturers that Skin works with? Synko, out of Korea. How do you spell that, please?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about? Q. From the beginning of the company to the present. MR. BYLER: If you want to, you know, answer in terms of time frame, go ahead, if that helps you answer a general question posed.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. A. Q. A. besides Q. A. Q. Skin? A. Q. Second S	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second Yes, I am. What are some of the manufacturers that Skin works with? Synko, out of Korea. How do you spell that, please? S-Y-N-K-O. At one time it did work with Basul	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about? Q. From the beginning of the company to the present. MR. BYLER: If you want to, you know, answer in terms of time frame, go ahead, if that helps you answer a general question posed. A. Okay. Communications were received
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. A. Q. A. besides Q. A. Q. Skin? A. Q. Second Sec	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second Yes, I am. What are some of the manufacturers that Skin works with? Synko, out of Korea. How do you spell that, please? S-Y-N-K-O. At one time it did work with Basul Atateks.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about? Q. From the beginning of the company to the present. MR. BYLER: If you want to, you know, answer in terms of time frame, go ahead, if that helps you answer a general question posed. A. Okay. Communications were received from Basul, or actually Atateks through Basul and
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. A. Q. A. besides Q. A. Q. Skin? A. Q. Second S A. Q. A. through	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second Yes, I am. What are some of the manufacturers that Skin works with? Synko, out of Korea. How do you spell that, please? S-Y-N-K-O. At one time it did work with Basul Atateks. Any others that it has worked with?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about? Q. From the beginning of the company to the present. MR. BYLER: If you want to, you know, answer in terms of time frame, go ahead, if that helps you answer a general question posed. A. Okay. Communications were received from Basul, or actually Atateks through Basul and from Synko.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. A. Q. A. besides Q. A. Q. Skin? A. Q. Second S A. A. through Q. A.	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second Yes, I am. What are some of the manufacturers that Skin works with? Synko, out of Korea. How do you spell that, please? S-Y-N-K-O. At one time it did work with Basul Atateks. Any others that it has worked with? No.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about? Q. From the beginning of the company to the present. MR. BYLER: If you want to, you know, answer in terms of time frame, go ahead, if that helps you answer a general question posed. A. Okay. Communications were received from Basul, or actually Atateks through Basul and from Synko. Q. Did Second Skin receive money from
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. A. Q. A. besides Q. A. Q. Skin? A. Q. Second S A. Q. A. through	them place production as a liaison. Is Second Skin still active? Yes, it is. What does Second Skin do today? The same. Does Second Skin have any employees? Yes. One besides myself. Excuse me, myself. Who is that? Nilda Corchado. You are also an employee of Second Yes, I am. What are some of the manufacturers that Skin works with? Synko, out of Korea. How do you spell that, please? S-Y-N-K-O. At one time it did work with Basul Atateks. Any others that it has worked with?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	of product, revenues in the sense of any kind of income that might include commissions. So you may want to clarify your question. Q. I would like to know in the broadest sense possible where the money came from that went into Second Skin. A. Again, I would ask are we speaking about commissions? Q. I'm speaking about any type of money. A. What time period are we talking about? Q. From the beginning of the company to the present. MR. BYLER: If you want to, you know, answer in terms of time frame, go ahead, if that helps you answer a general question posed. A. Okay. Communications were received from Basul, or actually Atateks through Basul and from Synko.

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1		1	C. Dente
2	received money from.	2	A. Yes, under different product
3	Q. Not specific to commissions.	3	categories.
4	Did Second Skin receive money from	4	Q. Can you explain to me what you mean by
5	anybody else?	5	different product categories?
6	A. I'm not again, you would have to	6	A. Different items.
7	clarify the time frame that you're talking about.	7	Are you asking for crossover between
8	Q. I can be clear. From the beginning	8	Private Label and Second Skin?
9	A. Okay.	9	Q. Yes.
10	Q when the company was formed to	10	A. No, totally different product
11	today. In other words, to use a simple term	11	categories.
12	A. Yes.	12	Q. Let me ask you this: Was there any
13	Q ever. Is that clear now?	13	reason why this consulting work that phrase it
14	A	14	differently.
15	Q. Can you answer the question now?	15	Was there any reason why the business
16	MR. BYLER: Objection to form. Go	16	that Second Skin was doing would not have been
17	ahead.	17	done by Private Label?
18	A. I also received money from Target.	18	A. It was different product categories.
	Q. When you say I, you mean Second Skin?	19	It was different businesses that I was pursuing.
19			Q. Can you explain what you mean by
20		20	- · · · · · · · · · · · · · · · · · · ·
21	question, correct?	21	different product categories?
22	Q. What did Target pay that money for? A. Goods.	22	A. Well, I guess two. I am the business.
23		23	My business relationships really generate the
24	Q. Goods manufactured by whom?	24	business, and what I was pursuing in Second Skin
25	A. Again, multiple factories.	25	was different than what was being done in Private
	วา		24
1	C Dente		24 C. Dente
1 2	C. Dente	1 7	C. Dente
2	C. Dente Q. Can you name a few?	2	C. Dente Label.
3	C. Dente Q. Can you name a few? A. Through Synko.	ŀ	C. Dente Label. Q. How was it different?
2 3 4	C. Dente Q. Can you name a few? A. Through Synko. Q. Did Second Skin receive any money for	2 3 4	C. Dente Label. Q. How was it different? A. Different product categories, different
2 3 4 5	C. Dente Q. Can you name a few? A. Through Synko. Q. Did Second Skin receive any money for goods manufactured by Atateks?	2 3 4 5	C. Dente Label. Q. How was it different? A. Different product categories, different types of product, different fabrics, different
2 3 4 5 6	C. Dente Q. Can you name a few? A. Through Synko. Q. Did Second Skin receive any money for goods manufactured by Atateks? A. Say the question one more time, please?	2 3 4 5 6	C. Dente Label. Q. How was it different? A. Different product categories, different types of product, different fabrics, different styles.
2 3 4 5 6 7	C. Dente Q. Can you name a few? A. Through Synko. Q. Did Second Skin receive any money for goods manufactured by Atateks? A. Say the question one more time, please? Q. Did Second Skin receive	2 3 4 5 6	C. Dente Label. Q. How was it different? A. Different product categories, different types of product, different fabrics, different styles. Q. The commissions that you earned from
2 3 4 5 6 7 8	C. Dente Q. Can you name a few? A. Through Synko. Q. Did Second Skin receive any money for goods manufactured by Atateks? A. Say the question one more time, please? Q. Did Second Skin receive A. No.	2 3 4 5 6 7 8	C. Dente Label. Q. How was it different? A. Different product categories, different types of product, different fabrics, different styles. Q. The commissions that you earned from Atateks were with respect to the same goods that
2 3 4 5 6 7 8 9	C. Dente Q. Can you name a few? A. Through Synko. Q. Did Second Skin receive any money for goods manufactured by Atateks? A. Say the question one more time, please? Q. Did Second Skin receive A. No. Q. Receive any money?	2 3 4 5 6 7 8	C. Dente Label. Q. How was it different? A. Different product categories, different types of product, different fabrics, different styles. Q. The commissions that you earned from Atateks were with respect to the same goods that were being sold to Private Label, right?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	C. Dente Q. Can you name a few? A. Through Synko. Q. Did Second Skin receive any money for goods manufactured by Atateks? A. Say the question one more time, please? Q. Did Second Skin receive A. No. Q. Receive any money? A. No. Q. Let me finish. A. Okay. Q. Did Second Skin receive any money from Target in any way related to goods manufactured by Atateks? A. Absolutely not. The time I was doing business with	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	C. Dente Label. Q. How was it different? A. Different product categories, different types of product, different fabrics, different styles. Q. The commissions that you earned from Atateks were with respect to the same goods that were being sold to Private Label, right? A. I'm sorry. Say the question again? Q. The commission that you say you earned from Atateks were from the same goods that Atateks was selling to Private Label, right? A. Atateks supplied us with seamless product, which is a very specialized product that's made on Santoni machines. That business was never done with Second Skin. Second Skin never bought from Atateks,
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	C. Dente Q. Can you name a few? A. Through Synko. Q. Did Second Skin receive any money for goods manufactured by Atateks? A. Say the question one more time, please? Q. Did Second Skin receive A. No. Q. Receive any money? A. No. Q. Let me finish. A. Okay. Q. Did Second Skin receive any money from Target in any way related to goods manufactured by Atateks? A. Absolutely not. The time I was doing business with Atateks from 2002 through 2006 Second Skin was not actively doing any business with Target manufacturing any goods. Q. What time frame was it that Second Skin received money from Target? A. Not until starting 2007.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	C. Dente Label. Q. How was it different? A. Different product categories, different types of product, different fabrics, different styles. Q. The commissions that you earned from Atateks were with respect to the same goods that were being sold to Private Label, right? A. I'm sorry. Say the question again? Q. The commission that you say you earned from Atateks were from the same goods that Atateks was selling to Private Label, right? A. Atateks supplied us with seamless product, which is a very specialized product that's made on Santoni machines. That business was never done with Second Skin. Second Skin never bought from Atateks, never sold to Target any type of seamless product. Q. You referred earlier, you recall, to earning certain commissions paid by Basul where the money was originally received from Atateks,
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente Q. Can you name a few? A. Through Synko. Q. Did Second Skin receive any money for goods manufactured by Atateks? A. Say the question one more time, please? Q. Did Second Skin receive A. No. Q. Receive any money? A. No. Q. Let me finish. A. Okay. Q. Did Second Skin receive any money from Target in any way related to goods manufactured by Atateks? A. Absolutely not. The time I was doing business with Atateks from 2002 through 2006 Second Skin was not actively doing any business with Target manufacturing any goods. Q. What time frame was it that Second Skin received money from Target?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente Label. Q. How was it different? A. Different product categories, different types of product, different fabrics, different styles. Q. The commissions that you earned from Atateks were with respect to the same goods that were being sold to Private Label, right? A. I'm sorry. Say the question again? Q. The commission that you say you earned from Atateks were from the same goods that Atateks was selling to Private Label, right? A. Atateks supplied us with seamless product, which is a very specialized product that's made on Santoni machines. That business was never done with Second Skin. Second Skin never bought from Atateks, never sold to Target any type of seamless product. Q. You referred earlier, you recall, to earning certain commissions paid by Basul where

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1	C. Dente	1 C. Dente
2		2 Q. When did Second Skin earn commissions
3	You received certain commissions from	3 from Atateks? What year?
4	Atateks through Basul?	4 A. Well, Second Skin wasn't formed until
5	A. That's correct.	5 July of 2005, so between the year of 2005 when it
6	Q. What were those commissions for?	6 was formed through 2006.
7	A. Seamless product.	7 Q. What did Second Skin earn those
8	Q. That seamless product you're referring	8 commissions for?
9	to, wasn't that the same seamless product that	9 A. I'll state again that I was paid
10	Private Label was purchasing?	10 commission for goods that were manufactured and
11	A. It was not purchased by Second Skin.	11 sold to Private Label.
12	It was purchased by Private Label. Second Skin	12 Q. Thank you.
13	was acting as a consultant.	13 Is there a reason why those services
14	Q. I understand that Private Label was	14 that you were offering through Second Skin could
15	buying the merchandise, and Second Skin was not,	15 not have been offered through Private Label?
16	but when you refer to commissions earned on	16 A. I set up Second Skin as a consulting
17	seamless garments that Second Skin was earning,	17 company, as a commissioned as a consulting
18	these were the same seamless garments that	18 commission based company for multiple
19	Private Label was buying, right?	19 relationships, not just for the business that was
20	A. Commission was only paid on product	20 being done through Atateks.
21	that was shipped, sold and shipped, so	Q. With respect to the business done
22	commissions were were satisfied.	22 through Atateks, could that service have been
23	I'm not sure where you're going with	23 offered through Private Label?
24	the question, but one company was buying product,	24 A. That's not what Private Label was set
25	Private Label, and the other company was acting	25 up to do.
	26	28
1	26 C. Dente	28 1 C. Dente
1 2		
	C. Dente	1 C. Dente
2	C. Dente as a consultant, as a liaison.	1 C. Dente 2 Q. Was Second Skin profitable in 2005?
2	C. Dente as a consultant, as a liaison. Q. But it was consulting with respect to	1 C. Dente 2 Q. Was Second Skin profitable in 2005? 3 A. Yes, it was.
2 3 4	C. Dente as a consultant, as a liaison. Q. But it was consulting with respect to the same product?	C. Dente Q. Was Second Skin profitable in 2005? A. Yes, it was. Q. Do you have any idea of how much money
2 3 4 5	C. Dente as a consultant, as a liaison. Q. But it was consulting with respect to the same product? A. With seamless product.	C. Dente Q. Was Second Skin profitable in 2005? A. Yes, it was. Q. Do you have any idea of how much money it made?
2 3 4 5 6	C. Dente as a consultant, as a liaison. Q. But it was consulting with respect to the same product? A. With seamless product. MR. BYLER: Objection to the form of the question. It was a little confusing. Try to rephrase it.	C. Dente Q. Was Second Skin profitable in 2005? A. Yes, it was. Q. Do you have any idea of how much money it made? A. I don't know. I would have to check for you. MR. GRANNIS: I'll ask that that be checked.
2 3 4 5 6 7	C. Dente as a consultant, as a liaison. Q. But it was consulting with respect to the same product? A. With seamless product. MR. BYLER: Objection to the form of the question. It was a little confusing. Try to rephrase it. Q. Second Skin was earning certain	C. Dente Q. Was Second Skin profitable in 2005? A. Yes, it was. Q. Do you have any idea of how much money it made? A. I don't know. I would have to check for you. MR. GRANNIS: I'll ask that that be checked. Q. Do you know if it was profitable in
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1	C. Dente	1	C. Dente
2	Q. Let's go back to Private Label.	2	A. So
3	What types of services Private Label	3	Q. Let me
4	earned money with respect to its business with	4	A. I'm not clear as to what really you're
5	Atateks; is that correct?	5	asking.
6	A. Yes.	6	MR. GRANNIS: Let me withdraw
7	Q. How did it earn money?	7	MR. BYLER: You gave one question,
8	A. We received orders from Target and		-
1	other retailers, but specific to Target we	8	which I thought was confusing, and that's
9	received orders from Target.	9	why she asked, and then you rephrased it, I
10	-	10	thought in a better way.
11	Atateks manufactured them. We shipped	11	Why don't you start all over again.
12	them to Target with a markup.	12	MR. GRANNIS: Exactly.
13	Q. Is it fair to say that you generally	13	Q. I did recognize and also from your
14	tried to buy the goods for a certain amount from	14	facial expression that the question may not have
15	Atateks and then sell them for somewhat more to	15	been a good one.
16	Target?	16	In the course of buying goods from
17	A. That's correct.	17	Atateks and selling them to Target, Private Label
18	Q. And was there a set amount of the	18	did some work; is that fair to say?
19	markup?	19	A. Yes.
20	A. No.	20	Q. Tell me what Private Label did.
21	Q. And how was the markup determined?	21	A. We met with Target. We developed the
22	 A. It was really done on a case by case 	22	product. We had Atateks make samples. There wa
23	basis, depending open the quantity, the time	23	an approval process, and we helped facilitate
24	period that we would be shipping to Target.	24	getting the products shipped.
25	You know, it really depended on	25	Q. Did you provide or did you arrange for
	30		32
1	C. Dente	1	C. Dente
2	negotiations on both sides. There's not one	2	any type of inspection of goods?
3	specific formula.	3	A. Target inspected the goods. Target
3 4	specific formula. Q. Can you give me in just an order of	3 4	A. Target inspected the goods. Target signs the inspection certificates.
1	Q. Can you give me in just an order of magnitude I'm not trying to pin you down to a	3 4 5	A. Target inspected the goods. Target signs the inspection certificates.Q. When does it inspect the goods?
4	Q. Can you give me in just an order of	4	A. Target inspected the goods. Target signs the inspection certificates.
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4 5 6 7	Q. Can you give me in just an order of magnitude I'm not trying to pin you down to a particular number whether or not the you tended to mark things up 1 percent, 10 percent,	4 5 6 7	 A. Target inspected the goods. Target signs the inspection certificates. Q. When does it inspect the goods? A. At the FOB point overseas. Q. Is it a Target employee that does that?
4 5 6 7 8	Q. Can you give me in just an order of magnitude I'm not trying to pin you down to a particular number whether or not the you tended to mark things up 1 percent, 10 percent, 50 percent? Some general range.	4 5 6 7 8	 A. Target inspected the goods. Target signs the inspection certificates. Q. When does it inspect the goods? A. At the FOB point overseas. Q. Is it a Target employee that does that? A. It is an independent agency that is
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1	C. Dente	1	C. Dente
2	Q. Let me ask you this: Why would Atateks	2	Q. Would you design them? What does that
3	pay someone to inspect its own goods?	3	mean, developing?
4	A. I didn't say they paid them to inspect	4	A. Both shopping the marketplace and also
5	goods. I said they were paid a commission.	5	extracting specific, you know, details and
6	I specifically said that what you were	6	creating garments. Yes, it's a product
7	referencing did not include just inspection of	7	development. It's a product of shopping and
8	goods. It included a range of services.	8	designing.
9	Q. What was the range of services?	9	Q. Would that also involve, for example,
10	A. I think I had described it previously.	10	saying to Target here is a manufacturer who could
11	Are you asking my services or Basul?	11	manufacture this garment you're looking for?
12	Q. I thought you said Basul.	12	A. No. It was the responsibility of
13	A. You would have to speak to Basul	13	Private Label to source the product wherever they
14	exactly to find out the scope of their services.	14	felt it was best to be sourced.
15	Q. What do you know about the scope of	15	Q. So in other words, is it fair to say
16	their services?	16	that once it had you had figured out that
17	A. I can speak to the scope of their	17	Target wanted to produce would want to buy a
18	services for us, but not for Atateks.	18	certain garment, you would then figure out what
19	Q. You said earlier that Basul was not	19	manufacturer could produce that garment?
20	only paid to inspect goods to Atateks, but also	20	A. I believe I stated earlier in my
21	for a scope of services.	21	testimony that we had a list of over a hundred
22	A. I don't know what those exact scope of	22	factories that we potentially do business with,
23	services are.	23	so in order to get competitive pricing, we source
24	Q. How do you know there was a scope of	24	our things worldwide, and we decide ultimately,
25	services if you don't know what they are?	25	you know, within the proper time frame where the
	34		36
1	C. Dente	1	C. Dente
2	C. Dente A. Because they did things other than	2	C. Dente product's going to be manufactured.
	C. Dente A. Because they did things other than inspect goods.	2	C. Dente product's going to be manufactured. Q. You referred also to producing product.
2	C. Dente A. Because they did things other than inspect goods. Q. How do you know they did things other	2 3 4	C. Dente product's going to be manufactured. Q. You referred also to producing product. What did you mean by that?
3	C. Dente A. Because they did things other than inspect goods. Q. How do you know they did things other than inspect goods for Atateks?	2 3 4 5	C. Dente product's going to be manufactured. Q. You referred also to producing product. What did you mean by that? I thought you said earlier that one of
2 3 4	C. Dente A. Because they did things other than inspect goods. Q. How do you know they did things other than inspect goods for Atateks? A. Because we had daily communications	2 3 4	C. Dente product's going to be manufactured. Q. You referred also to producing product. What did you mean by that? I thought you said earlier that one of the things that maybe you said producing
2 3 4 5 6 7	C. Dente A. Because they did things other than inspect goods. Q. How do you know they did things other than inspect goods for Atateks? A. Because we had daily communications with them. They were the liaison between	2 3 4 5 6 7	C. Dente product's going to be manufactured. Q. You referred also to producing product. What did you mean by that? I thought you said earlier that one of the things that maybe you said producing samples.
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7 shipped, we helped facilitate whether it was on a 8 direct LC basis, Target poeing the LC to us, delivering it to the frowarder in conjunction with the factory or the goods being brought into 11 our warehouse, which we used our own forwarder. 12 Q. In some cases, Target purchased goods 13 directly from Atateks on a letter of credit 14 basis; is that correct? 15 A. That is correct. 16 Q. And other cases Private Label purchased goods from Atateks and sold them to Target; is 18 that correct? 18 that correct? 19 A. That is correct. 19 A. That is correct. 19 A. That is correct. 19 Q. If Private Label was an intermediate 12 purchaser of the goods, did that affect the work 12 that Private Label had to do? 19 A. No. 19 Q. Did Second Skin provide services to 19 A. They were the laison. 19 Q. Who was Second Skin the liaison with or 19 between? 19 A. I'm not sure what the question is. 19 Q. You said that Second Skin the liaison with or 19 between? 19 Q. Who was Second Skin liaising 19 between? 19 Q. Who was the Second Skin liaising 19 between? 10 Q. Who was the Second Skin liaising 19 between? 10 Q. Who was the Second Skin liaising 19 between? 10 Q. Who was the Second Skin liaising 19 between? 10 Q. Who was the Second Skin liaising 19 between? 10 Q. Who was the Second Skin liaising 19 between? 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 10 between 10 Q. Who was the Second Skin liaising 1			-	
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did to earn those commissions? MR. BYLER: Objection to form. Go ahead. A. It was my relationship with Atateks, and you're saying you were being placed there. Q. And other cases Private Label purchased 19 goods from Atateks and sold them to Target; is 18 that correct? A. That is correct. Q. And other cases Private Label purchased 19 goods from Atateks and sold them to Target; is 18 that correct? A. That is correct. Q. If Private Label was an intermediate 21 purchaser of the goods, did that affect the work 22 that Private Label had to do? A. No. 24 Q. Did Second Skin provide services to 25 Atateks to earn these commissions? A. They were the Ilaison. Q. Who was Second Skin the Ilaison with or 4 between? S. A. I'm not sure what the question is. 6 Q. You said that Second Skin was liaison. A. Okay. Q. Do you understand that being a liaison means you're a Ilaison between two people or two companies or something like that? A. Yes. Q. Who was the Second Skin liaising 19 between? A. Let me rephrase that. It was my relationship with Atateks, 16 okay, that was established a long time apo with, 17 again, multiple factories around the world, and 18 when I was able to generate business for them, 19 even when it was manufactured by Private Label, 21 Charles around the world, and 18 when I was able to generate business for them, 19 even when it was manufactured by Private Label, 22 Child you do any work to earn that 23 commission? A. My commission was based on my 25 relationships.		• • •	'	
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is that correct? A. That is correct. Q. And other cases Private Label purchased goods from Atateks and sold them to Target; is that correct? A. That is correct. A. That is correct. Private Label was an intermediate purchaser of the goods, did that affect the work that Private Label had to do? A. No. A. No. C. Dette that Private Label had to do? A. They were the liaison. A. They were the liaison. A. I'm not sure what the question is. A. I'm not sure what the question is. A. Okay. A. Do you understand that being a liaison means you're a liaison between two people or two companies or something like that? A. Let me rephrase that. It was my relationship with Atateks, fo okay, that was established a long time ago with, again, multiple factories around the world, and when I was able to generate business for them, even when it was manufactured by Private Label. A. Let me rephrase that. It was my relationship with Atateks, fo okay, that was established a long time ago with, again, multiple factories around the world, and when I was able to generate business for them, even when it was manufactured by Private Label. A. We had come in contact with each other, televice, back in 2000, 2001, but we didn't start doing business at Private Label until 2002. Q. Who dany work to earn that commission? A. I had developed a relationship with Atateks? A. We had come in contact with each other, televice, back in 2000, 2001, but we didn't start doing business at Private Label until 2002. Q. So are you refer to your relationship, was eyour referring to your relationship, at Areteks. C. Dente that relationship? A. In 2002, we started doing business with Atateks. A. Yes. Q. Did you develop this relationship with Atateks. A. Could she read it back to me? MR. GRANNIS: Sure. Q. When did you develop that relationship with Atateks? A. We had come in contact with each other, televice, back in 2000, 2001, but we didn't start doing business at Private Label. Q. So are you amending your earlier answer than that you d		•	1	- •
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17 goods from Atateks and sold them to Target; is 18 that correct? 19 A. That is correct. 20 Q. If Private Label was an intermediate 21 purchaser of the goods, did that affect the work 22 that Private Label had to do? 23 A. No. 24 Q. Did Second Skin provide services to 25 Atateks to earn these commissions? 26 A. They were the liaison. 27 Q. Who was Second Skin the liaison with or 28 between? 29 A. Tim not sure what the question is. 20 Q. You said that Second Skin was liaison. 21 A. Yes. 22 Q. Did you understand that being a liaison 23 means you're a liaison between two people or two 24 companies or something like that? 25 Q. Who was the Second Skin liaising 26 between? 27 A. Let me rephrase that. 28 It was my relationship with Atateks, 29 okay, that was established a long time ago with, 29 again, multiple factories around the world, and 29 when I was able to generate business for them, 29 even when it was manufactured by Private Label, 20 there was a commission that was paid to Second 21 Skin, but Second Skin was based on my 22 commission? 24 A. My commission was based on my 25 relationships. 26 Private Label was an intermediate to rove relationship in 2002? 27 A. In zould paou treferting to your relationship, when you refer to your relationship, when you refer to your relationship, when you refer to your relationship with Atateks. 26 A. Yes, I am. 27 C. Dente that relationship? 28 A. In 2002, we started doing business with Atateks. 29 Did you develop this relationship with Atateks in the course of doing work for Private Label? 40 A. Could you repeat the question one more time? Could she read it back to me? 41 M. Could you develop that relationship with Atateks even prior to them placing any business with Atateks even prior to them placing any business with Atateks even prior to them placing any business with Atateks even prior to them placing any business with Atateks even prior to them placing any business with Atateks even prior to them placing any business with Atateks even prior to them placing any busine				
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19 A. That is correct. 20 Q. If Private Label was an intermediate 21 purchaser of the goods, did that affect the work 22 that Private Label had to do? 23 A. No. 24 Q. Did Second Skin provide services to 25 Atateks to earn these commissions? 38 1 C. Dente 2 A. They were the liaison. 3 Q. Who was Second Skin the liaison with or 4 between? 5 A. I'm not sure what the question is. 6 Q. You said that Second Skin was liaison. 7 A. Okay. 8 Q. Do you understand that being a liaison 9 means you're a liaison between two people or two 10 companies or something like that? 11 A. Yes. 12 Q. Who was the Second Skin liaising 13 between? 14 A. Let me rephrase that. 15 It was my relationship with Atateks, 16 okay, that was established a long time ago with, 17 again, multiple factories around the world, and 18 when I was able to generate business for them, 19 even when it was manufactured by Private Label, 20 C. Do you were to your relationship with 21 A. They were the liaison. 22 A. Yes, I am. 23 C. Dente 24 C. Dente 25 that relationship? 26 A. Yes, I am. 27 C. Dente 28 that relationship? 28 A. In 2002, we started doing business with 29 Atateks? 29 A. Yes, I am. 20 C. Dente 21 that relationship? 20 A. In 2002, we started doing business with 21 Atateks. 22 Q. Did you develop this relationship with 23 Atateks? 24 A. Yes, I am. 25 C. Dente 26 that relationship? 27 A. Lateks. 28 Q. Through Private Label? 29 A. A tateks. 29 Q. Did you develop this relationship with 29 Atateks? 20 Q. Did you develop this relationship with 29 Atateks? 20 Q. Did you develop this relationship with 29 Atateks? 20 Q. Who was the Second Skin was liaison. 39 A. In 2002, we started doing business with 40 Atateks. 50 Q. Through Private Label? 40 A. Yes. 41 Atateks. 42 C. Doid you develop this relationship with Atateks in the course of doing work for Private 42 A. Yes. 43 A. It had developed a relationship with 44 Atateks. 45 Q. Did you develop this relationship with 45 Atateks. 46 Q. Did you develop this relationship with 46 Atateks. 47 Q. Did you develop this			1	·_ · · · · · · · · · · · · · · · · · ·
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21 purchaser of the goods, did that affect the work 22 that Private Label had to do? 23 A. No. 24 Q. Did Second Skin provide services to 25 Atateks to earn these commissions? 38 1 C. Dente 2 A. They were the liaison. 3 Q. Who was Second Skin the liaison with or 4 between? 5 A. I'm not sure what the question is. 6 Q. You said that Second Skin was liaison. 7 A. Okay. 8 Q. Do you understand that being a liaison 9 means you're a liaison between two people or two 10 companies or something like that? 11 A. Yes. 12 Q. Who was the Second Skin liaising 13 between? 14 A. Let me rephrase that. 15 It was my relationship with Atateks, 16 okay, that was established a long time ago with, 17 again, multiple factories around the world, and 18 when I was able to generate business for them, 19 even when it was manufactured by Private Label, 20 there was a commission that was paid to Second 21 Skin, but Second Skin was not buying product. 22 Q. Did you do any work to earn that 23 commission? 24 A. My commission was based on my 25 relationships. When you refer to your relationship with A atateks? A. Yes, I am. 25 Q. Can you tell me when did you develop 4 A. In 2002, we started doing business with 4 Atateks. 5 Q. Through Private Label? 6 A. Yes. 9 Q. Did you develop this relationship with 8 Atateks in the course of doing work for Private 1 Label? 1 A. Could you repeat the question one more 1 time? Could she read it back to me? 1 time? Could she read it back to me? 1 (Question read.) 1 A. I had developed a relationship with 1 Atateks even prior to them placing any business 1 with Atateks? 1 Q. When did you develop that relationship 1 with Atateks? 1 A. We had come in contact with each other, 1 believe, back in 2000, 2001, but we didn't 2 start doing business at Private Label until 2002. 2 Q. So are you amending your earlier answer 1 that treationship with 2 that relationship with 3 Atateks in the course of doing work for Private 2 Label? 3 A. I had developed a relationship with 4 Atateks seven prior to them placing any business			1	
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A. No. A Could Second Skin provide services to Atateks to earn these commissions? A They were the liaison. A They were the liaison with or between? A I'm not sure what the question is. Q You said that Second Skin was liaison. A Okay. Q Do you understand that being a liaison means you're a liaison between two people or two companies or something like that? A Yes. Q Who was the Second Skin liaising between? A Let me rephrase that. It was my relationship with Atateks, okay, that was established a long time ago with, again, multiple factories around the world, and when I was able to generate business for them, even when it was manufactured by Private Label, there was a commission that was paid to Second Skin, but Second Skin was not buying product. Q Did you do any work to earn that commission? A Stateks? A Yes, I am. C Dente that relationship? A Lateks. Q Through Private Label? A Yes. Q Did you develop this relationship with Atateks in the course of doing work for Private Label? A Could you repeat the question one more time? Could she read it back to me? MR. GRANNIS: Sure. Q When did you developed a relationship with Atateks? A Atateks. A Yes. Q Did you developed a relationship with Atateks, with Private Label. A Atateks. A Yes. Q Did you develop this relationship with Atateks when prior to them placing any business with Private Label. A Atateks. A Yes. A Yes. A Yes. Q Did you develop this relationship with Atateks when prior to them placing any business with Private Label. A Atateks. A Yes. A Yes. A Yes. A Wes. A Could you repeat the question one more the world, and when I was manufactured by Private Label. A Atateks. A Yes. A Yes. A Yes. A Wes. A Could you develop that relationship with Atateks when prior to them placing any business with Private Label. A Atateks. A Yes. A Wes. A Could you develop that relationship with Atateks? With Private Label. A We had come in contact with each other, I believe, back in 2000, 2001, but we didn't Start doing business at		•		
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23 commission? 24 A. My commission was based on my 25 relationships. 23 that you developed a relationship in 2002? 24 A. I would have to read I would have to 25 have my testimony read back to me. PIROZZI & HILLMAN	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. They were the liaison. Q. Who was Second Skin the liaison with or between? A. I'm not sure what the question is. Q. You said that Second Skin was liaison. A. Okay. Q. Do you understand that being a liaison means you're a liaison between two people or two companies or something like that? A. Yes. Q. Who was the Second Skin liaising between? A. Let me rephrase that. It was my relationship with Atateks, okay, that was established a long time ago with, again, multiple factories around the world, and when I was able to generate business for them, even when it was manufactured by Private Label, there was a commission that was paid to Second	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. In 2002, we started doing business with Atateks. Q. Through Private Label? A. Yes. Q. Did you develop this relationship with Atateks in the course of doing work for Private Label? A. Could you repeat the question one more time? Could she read it back to me? MR. GRANNIS: Sure. (Question read.) A. I had developed a relationship with Atateks even prior to them placing any business with Private Label. Q. When did you develop that relationship with Atateks? A. We had come in contact with each other, I believe, back in 2000, 2001, but we didn't
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	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. They were the liaison. Q. Who was Second Skin the liaison with or between? A. I'm not sure what the question is. Q. You said that Second Skin was liaison. A. Okay. Q. Do you understand that being a liaison means you're a liaison between two people or two companies or something like that? A. Yes. Q. Who was the Second Skin liaising between? A. Let me rephrase that. It was my relationship with Atateks, okay, that was established a long time ago with, again, multiple factories around the world, and when I was able to generate business for them, even when it was manufactured by Private Label, there was a commission that was paid to Second Skin, but Second Skin was not buying product. Q. Did you do any work to earn that commission? A. My commission was based on my	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. In 2002, we started doing business with Atateks. Q. Through Private Label? A. Yes. Q. Did you develop this relationship with Atateks in the course of doing work for Private Label? A. Could you repeat the question one more time? Could she read it back to me? MR. GRANNIS: Sure. (Question read.) A. I had developed a relationship with Atateks even prior to them placing any business with Private Label. Q. When did you develop that relationship with Atateks? A. We had come in contact with each other, I believe, back in 2000, 2001, but we didn't start doing business at Private Label until 2002. Q. So are you amending your earlier answer that you developed a relationship in 2002? A. I would have to read I would have to
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1	C. Dente	1	C. Dente
2	MR. GRANNIS: Could you read it back?	2	with international manufacturers in Turkey
3	(Record read.)	3	specializing in seamless apparel.
4	Q. So you are changing your answer that	4	Is that statement true?
5	you developed a relationship in 2002?	5	A. Yes.
6	A. Private Label developed a manufacturing	6	Q. Was it formed to work with
7	relationship during 2002, and I believe when you	7	international manufacturers in Turkey or
8	did ask me the question, you did ask me to	8	transformed to work with manufacturers worldwide?
9	clarify if I meant myself or Private Label.	9	A. Worldwide. I believe that was
10	May I say something?		answering specific as Phil stated to the
	Q. Sure.	10	complaint that was
11 12	A. I feel that if you want to ask me a		Q. Which international manufacturers in
13	question you should ask me a direct question,	12	Turkey is that referring to?
- 1	because you're asking the same question five	13	A. Atateks and Orma.
14	- · · · · · · · · · · · · · · · · · · ·	14	
15	different ways, and it's very confusing, so I just would like to state that for the record.	15	Q. Did it, in fact, work with Orma?
16 17	Q. Sure.	16	A. Yes, it did. Q. Did it earn commissions from Orma?
- 1	Was Second Skin formed to work with	17 18	A. Yes, it did.
18	manufacturers all over the world? Is that your	19	Q. Are you amending your earlier answer
20	testimony?	20	that the only entities that Second Skin earned
20	A. Yes.		commissions from were Synko and Atateks through
	_	21	•
22	Q. Do you recognize that document?A. Yes.	22	Basul?
23	MR. BYLER: Let me state for the	23	A. I believe you were specifically
24		24	referring to Atateks at that point.
25	record, this is a declaration in the C&C 42	25	Q. But in your deposition earlier today, 44
1	C. Dente	1	C. Dente
2	Textile Company Limited versus Private Label	2	you told me that there were two entities that
3	Sourcing, et al, case that was filed in the	3	Second Skin earned commissions from. You said it
4	Central District of California, and keep in	4	was Atateks through Basul, and you said it was
5	mind there were allegations in the complaint	5	Synko.
6	in that case that were the concern of		
1		6	A. I believe I started with Basul, and we
7	dealing with issues in that case that came	6 7	A. I believe I started with Basul, and we
7 8	dealing with issues in that case that came up in the course of the declaration of		A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also
8	up in the course of the declaration of	7	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma.
8	_	7 8	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma. Q. Are there any other entities that you
8 9 10	up in the course of the declaration of Christine Dente. I also will add for the record the case	7 8 9 10	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma. Q. Are there any other entities that you received commissions from through Basul, other
8 9 10 11	up in the course of the declaration of Christine Dente. I also will add for the record the case was dismissed for lack of jurisdiction.	7 8 9 10 11	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma. Q. Are there any other entities that you received commissions from through Basul, other than Atateks and Orma?
8 9 10 11 12	up in the course of the declaration of Christine Dente. I also will add for the record the case was dismissed for lack of jurisdiction. Q. Ms. Dente, is that your signature on	7 8 9 10 11 12	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma. Q. Are there any other entities that you received commissions from through Basul, other than Atateks and Orma? A. No, no.
8 9 10 11	up in the course of the declaration of Christine Dente. I also will add for the record the case was dismissed for lack of jurisdiction. Q. Ms. Dente, is that your signature on the last page?	7 8 9 10 11	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma. Q. Are there any other entities that you received commissions from through Basul, other than Atateks and Orma? A. No, no. MR. BYLER: Just for the record, don't
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8 9 10 11 12 13 14 15	up in the course of the declaration of Christine Dente. I also will add for the record the case was dismissed for lack of jurisdiction. Q. Ms. Dente, is that your signature on the last page? A. Yes, it is. Q. And did you review this declaration	7 8 9 10 11 12 13 14	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma. Q. Are there any other entities that you received commissions from through Basul, other than Atateks and Orma? A. No, no. MR. BYLER: Just for the record, don't jump to conclusions about amending or changing testimony. I think hearing the
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8 9 10 11 12 13 14 15 16 17 18	up in the course of the declaration of Christine Dente. I also will add for the record the case was dismissed for lack of jurisdiction. Q. Ms. Dente, is that your signature on the last page? A. Yes, it is. Q. And did you review this declaration before you signed it? A. Yes, I did. Q. I'll direct your attention to Paragraph 7. You state there, "I formed Second Skin LLC as	7 8 9 10 11 12 13 14 15 16 17 18	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma. Q. Are there any other entities that you received commissions from through Basul, other than Atateks and Orma? A. No, no. MR. BYLER: Just for the record, don't jump to conclusions about amending or changing testimony. I think hearing the testimony I think at times it in the testimony comes down to being specific in ways and a matter of clarification as opposed to change or amend, and this was one
8 9 10 11 12 13 14 15 16 17 18 19 20	up in the course of the declaration of Christine Dente. I also will add for the record the case was dismissed for lack of jurisdiction. Q. Ms. Dente, is that your signature on the last page? A. Yes, it is. Q. And did you review this declaration before you signed it? A. Yes, I did. Q. I'll direct your attention to Paragraph 7. You state there, "I formed Second Skin LLC as a separate entity to undertake entirely different	7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma. Q. Are there any other entities that you received commissions from through Basul, other than Atateks and Orma? A. No, no. MR. BYLER: Just for the record, don't jump to conclusions about amending or changing testimony. I think hearing the testimony I think at times it in the testimony comes down to being specific in ways and a matter of clarification as opposed to change or amend, and this was one last instance where some further detail, I
8 9 10 11 12 13 14 15 16 17 18 19 20 21	up in the course of the declaration of Christine Dente. I also will add for the record the case was dismissed for lack of jurisdiction. Q. Ms. Dente, is that your signature on the last page? A. Yes, it is. Q. And did you review this declaration before you signed it? A. Yes, I did. Q. I'll direct your attention to Paragraph 7. You state there, "I formed Second Skin LLC as a separate entity to undertake entirely different business than PLSL."	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma. Q. Are there any other entities that you received commissions from through Basul, other than Atateks and Orma? A. No, no. MR. BYLER: Just for the record, don't jump to conclusions about amending or changing testimony. I think hearing the testimony I think at times it in the testimony comes down to being specific in ways and a matter of clarification as opposed to change or amend, and this was one last instance where some further detail, I think, clarified and made more specific the
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8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	up in the course of the declaration of Christine Dente. I also will add for the record the case was dismissed for lack of jurisdiction. Q. Ms. Dente, is that your signature on the last page? A. Yes, it is. Q. And did you review this declaration before you signed it? A. Yes, I did. Q. I'll direct your attention to Paragraph 7. You state there, "I formed Second Skin LLC as a separate entity to undertake entirely different business than PLSL." MR. GRANNIS: Let the record reflect	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. I believe I started with Basul, and we were speaking specifically to Atateks, so I also received through Basul commissions from Orma. Q. Are there any other entities that you received commissions from through Basul, other than Atateks and Orma? A. No, no. MR. BYLER: Just for the record, don't jump to conclusions about amending or changing testimony. I think hearing the testimony I think at times it in the testimony comes down to being specific in ways and a matter of clarification as opposed to change or amend, and this was one last instance where some further detail, I think, clarified and made more specific the information being provided.

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1	C. Dente	1	C. Dente
2	Skin for?	2	is that correct?
3	A. Apparel that was being shipped.	3	A. The chargebacks were generated directly
4	Q. Did Private Label purchase that	4	from the customer, so the chargebacks came from
5	apparel?	5	Target.
6	A. Yes, it did.	6	Q. Right.
7	Q. What did Second Skin receive	7	A. Does that answer your question?
8	commissions from Synko for?	8	In other words, Private Label did not
9	A. Ladies' apparel.	9	just generate a chargeback.
10	Q. Was that ladies' apparel sold to	10	Q. I understand.
11	Private Label?	11	A. Okay.
12	A. Yes, it was.	12	Q. Let's say I'm just going to try to take
13	Q. What amount of commissions did Second	13	a hypothetical figure in order to make it more
14	Skin earn from Synko?	14	concrete.
15	A. I would have to look back and tell you.	15	A. Okay.
16	MR. GRANNIS: I'll ask that that be looked into	16	Q. Let's say that you get a chargeback
17	and the answer provided.	17	from Target for \$10,000.
18	Q. What amount of commissions did Second	18	A. Okay.
19	Skin earn from Orma?	19	Q. Then at least on some occasions you
20	A. I would have to look into that also.	20	would at that point go to Atateks and say, you
21	MR. GRANNIS: I'll ask that you do so and provide	21	should be liable for this chargeback of \$10,000
22	it.	22	from Target; is that correct?
23	Q. Would Private Label sometimes issue	23	A. Just to educate you, in case your
24	chargebacks to Atateks?	24	client didn't, that we knew about chargebacks
25	A. Yes.	25	prior to them being issued by Target, so it was
	46		48
1	46 C. Dente	1	48 C. Dente
1 2		1 2	
1	C. Dente		C. Dente
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1	C. Dente	1	C. Dente
2	that's given to them by Target and then passes	2	Hypothetical to a fact witness. Go ahead.
3	that information along to the factories.	3	A. I can't comment on that, because I'm
4	Everything is made to order, so we get	4	not sure what a negligently run company would do.
5	our direction directly from the retailer.	5	Q. How many chargebacks were there in
6	Q. After Target places a purchase order,	6	rough terms over the course of the years of
7	was there ever a case in which Atateks might	7	relationship that you had with Atateks?
8	require additional information to complete	8	A. I think that's a very specific
9	manufacturing the goods?	9	question, even though you said roughly. We
10	A. I think previous in our testimony in	10	manufactured millions of units with Atateks.
11	questions that you asked me, you asked me about	11	Q. Right.
12	an approval process, so obviously those approvals	12	A. It would be unfair for me to guess at
13	are not located on a purchase order sheet.	13	that.
14	Purchase order sheet indicates	14	Q. Is it your testimony that with respect
15	quantities, other details, labels that are	15	to the chargebacks issued with respect to the
16	required, but the approval process happens in	16	millions of goods
17	spite of the purchase order that's issued, so if	17	A. Uh-huh.
18	that's what you're asking me	18	Q that Private Label never did
19	Q. Does the approval process always occur	19	anything that contributed even in part to a
20	prior to the purchase order issuing?	20	chargeback?
21	A. Not necessarily. It's work in	21	A. I really think that's a very unfair
22	progress.	22	statement. I think that, you know, a working
23	Q. So there could be some additional	23	relationship, there's partnership, there's all
24	details transmitted after the purchase order	24	parties involved.
25	which are necessary to manufacture the goods?	25	I think I testified that there were
<u> </u>			
	50		52
1	50 C. Dente	1	C. Dente
	C. Dente A. That is correct.	1 2	C. Dente times that we chose to partner with Atateks to
1	C. Dente A. That is correct. Q. At least in theory, if Private Label		C. Dente times that we chose to partner with Atateks to contribute to those chargebacks so not one party
1 2	C. Dente A. That is correct. Q. At least in theory, if Private Label were to drop the ball and not convey certain	2	C. Dente times that we chose to partner with Atateks to contribute to those chargebacks so not one party had to absorb anything. So I think that what we
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1 2 3 4 5 6	C. Dente A. That is correct. Q. At least in theory, if Private Label were to drop the ball and not convey certain information to Atateks, then Atateks couldn't manufacture the goods on time?	2 3 4 5 6	C. Dente times that we chose to partner with Atateks to contribute to those chargebacks so not one party had to absorb anything. So I think that what we do is a human business. There's always issues. If you're asking me to pinpoint
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1	C. Dente	1	C. Dente
2	whether or not you would you meaning Private	2	or no?
3	Label would share in the chargeback, did you ever	3	A. No, I can't.
4	consider whether or not Private Label might have	4	MR. BYLER: We are going for an hour
5	had some responsibility for the issuance of the	5	and 25 minutes. I mean
6	chargeback?	6	MR. GRANNIS: I'm happy to take a
7	A. I considered the whole situation. I	7	break. Off the record.
8	didn't just consider Private Label.	8	(Recess taken.)
9	Q. Was that a consideration, whether or	9	EXAMINATION CONTINUED
10	not Private Label might have some fault?	10	BY MR. GRANNIS:
11	A. I considered the whole business	11	Q. I'm going to show you what's been
12	relationship and I I considered it on a	12	marked as Plaintiff's Exhibit 502.
13	case-by-case basis, depending on the situation.	13	(Plaintiffs' Exhibit 501, Declaration,
14	Q. When you say you considered it, the	14	marked for identification.)
15	whole business relationship, did that include	15	(Plaintiffs' Exhibit 502, Commercial
16	whether or not Private Label might have had some	16	Invoice, marked for identification.)
17	fault or did it exclude that fact?	17	MR. GRANNIS: I'm going to note for the
18	A. It included all the circumstances at	18	record that I previously questioned Ms.
19	hand.	19	Dente about a declaration in another action,
20	Q. And was one of those circumstances	20	and I failed to note at that time that the
21	whether or not Private Label had any fault?	21	document had been marked as Plaintiffs'
22	A. It really depended on the situation.	22	Exhibit 501, and so I'm doing so now for the
23	Q. So you are unwilling to tell me whether	23	record, and now I am handing Ms. Dente a
24	or not a fault by Private Label was one of those	24	document Plaintiffs' Exhibit 502, which
25	circumstances?	25	states commercial invoice at the top.
	54		56
1	C. Dente	1	C. Dente
2	MR. BYLER: Objection to form.	2	Q. And I will ask, Ms. Dente, if you
3	A. No.	3	recognize this document.
4	Q. Can you tell me then whether that was a	4	A. Yes, I do.
5	circumstance you considered?	5	O 148 - 1 1 - 1 1 - 1 2 2 1 - 1 2 2 2 1 - 1 2 2 2 2
_ ا	A. I think I did answer the question for	1 -	Q. What is that?
6	A. I milik I did answel the question for	6	A. It's a piece of paper that's included
7	you. I answered that we had an ongoing,	-	
	•	6	A. It's a piece of paper that's included
7	you. I answered that we had an ongoing,	6	A. It's a piece of paper that's included in all of the commercial documents when goods are
7 8	you. I answered that we had an ongoing, long-term business relationship, and I considered	6 7 8	A. It's a piece of paper that's included in all of the commercial documents when goods are exported from a country.
7 8 9	you. I answered that we had an ongoing, long-term business relationship, and I considered the situation fairly, all parties being included.	6 7 8 9	A. It's a piece of paper that's included in all of the commercial documents when goods are exported from a country. Q. Is there a style number on this
7 8 9 10	you. I answered that we had an ongoing, long-term business relationship, and I considered the situation fairly, all parties being included. Q. Let me ask you one more time, and	6 7 8 9	A. It's a piece of paper that's included in all of the commercial documents when goods are exported from a country. Q. Is there a style number on this document?
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7 8 9 10 11 12	you. I answered that we had an ongoing, long-term business relationship, and I considered the situation fairly, all parties being included. Q. Let me ask you one more time, and you'll tell me whether or not you can answer this yes or no.	6 7 8 9 10 11 12	A. It's a piece of paper that's included in all of the commercial documents when goods are exported from a country. Q. Is there a style number on this document? A. Yes. Q. What is that style number?
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Case 1:0	07-cv-0665-HB-DCF Document 54-3	Filed 06/10/2008 Page 21 of 57 59
1	C. Dente	1 C. Dente
2	Atateks, to make that style number for Target?	2 to Atateks.
3	A. I would have to check.	3 In there is a customer allowance.
4	Q. In general, were there any cases in	4 There is a difference between the FOB price that
5	which you, Private Label, had another	5 we're going to be paying the factory, Atateks,
6	manufacturer in addition to Atateks make a	6 and the actual sell price to Target.
7	certain style number for Target?	7 Upon shipping the goods, the commercial
8	A. I would have to check. I would have to	8 invoices are presented to the bank. Atateks is
9	go back on a case-by-case basis. We manufacture	9 able to draw down on the LC. Once they receive
10	lots of different styles.	10 those funds, they remit the difference between
11	MR. GRANNIS: I'm going to hand the	11 the FOB and the actual sell price to Target.
12	witness Plaintiffs' Exhibit 503, which	12 That is the customer allowance.
13	states, "Debit Note 1580" at the top.	Q. If you turn to the second page with
14	(Plaintiffs' Exhibit 503, Debit Note	14 respect to Style 121375.
15	1580, marked for identification.)	15 A. Yes.
16	Q. Do you recognize this document, Ms.	16 Q. I'm going to try to explain, because
17	Dente?	17 this is new to me, and you can see if you think I
18	A. Yes, I do.	18 have it right.
19	Q. What is it?	19 A. Okay.
20	A. It's a debit note.	20 Q. Private Label agreed that Atateks would
21	Q. Can you explain what a debit note is?	21 be paid \$4.30 per unit for that style?
22	 A. It is debiting back to a specific 	22 A. Correct.
23	factory moneys that are owed to Private Label for	Q. Target paid by letter of credit 4.50
24	various different reasons.	24 per unit for that style.
25	Q. Who is being debited here?	25 A. Correct.
ــــــــــــــــــــــــــــــــــــــ		
	58	60
1	58 C. Dente	1 C. Dente
1 2	58 C. Dente A. Atateks.	1 C. Dente 2 Q. The allowance is the 20 cents
1	C. Dente A. Atateks. Q. You see a reference on the first page	1 C. Dente 2 Q. The allowance is the 20 cents 3 difference between 4.50 and 4.30?
1 2 3 4	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances?	1 C. Dente 2 Q. The allowance is the 20 cents 3 difference between 4.50 and 4.30? 4 A. Correct.
1 2 3 4 5	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes.	1 C. Dente 2 Q. The allowance is the 20 cents 3 difference between 4.50 and 4.30? 4 A. Correct. 5 Q. And Private Label was entitled to that
1 2 3 4 5 6	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to?	1 C. Dente 2 Q. The allowance is the 20 cents 3 difference between 4.50 and 4.30? 4 A. Correct. 5 Q. And Private Label was entitled to that 6 difference?
1 2 3 4 5 6 7	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct.
1 2 3 4 5 6 7 8	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target.	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and
1 2 3 4 5 6 7 8 9	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB?	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private
1 2 3 4 5 6 7 8 9	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on
1 2 3 4 5 6 7 8 9 10	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods.	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page.
1 2 3 4 5 6 7 8 9 10 11 12	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target?	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's
1 2 3 4 5 6 7 8 9 10 11 12 13	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target? A. Rephrase the question. Which actual	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's also a charge on here for QC charges. That was
1 2 3 4 5 6 7 8 9 10 11 12 13 14	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target? A. Rephrase the question. Which actual amount?	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's also a charge on here for QC charges. That was not money that was made by Private Label that was
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target? A. Rephrase the question. Which actual amount? Q. You said that the FOB	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's also a charge on here for QC charges. That was not money that was made by Private Label that was collected by Target, so you would have to back
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target? A. Rephrase the question. Which actual amount? Q. You said that the FOB A. Yes. Q was the actual price paid to Atateks.	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's also a charge on here for QC charges. That was not money that was made by Private Label that was collected by Target, so you would have to back out your QC charges. Q. Fair enough. With respect to this debit note and
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target? A. Rephrase the question. Which actual amount? Q. You said that the FOB A. Yes. Q was the actual price paid to Atateks. A. Correct. Maybe I should explain	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's also a charge on here for QC charges. That was not money that was made by Private Label that was collected by Target, so you would have to back out your QC charges. Q. Fair enough. With respect to this debit note and with respect to these goods, Private Label earned
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target? A. Rephrase the question. Which actual amount? Q. You said that the FOB A. Yes. Q was the actual price paid to Atateks. A. Correct. Maybe I should explain customer allowance to you. Maybe	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's also a charge on here for QC charges. That was not money that was made by Private Label that was collected by Target, so you would have to back out your QC charges. Q. Fair enough. With respect to this debit note and with respect to these goods, Private Label earned \$55,479.70?
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target? A. Rephrase the question. Which actual amount? Q. You said that the FOB A. Yes. Q was the actual price paid to Atateks. A. Correct. Maybe I should explain customer allowance to you. Maybe Q. Please.	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's also a charge on here for QC charges. That was not money that was made by Private Label that was collected by Target, so you would have to back out your QC charges. Q. Fair enough. With respect to this debit note and with respect to these goods, Private Label earned \$55,479.70? A. That was the customer allowance, yes.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target? A. Rephrase the question. Which actual amount? Q. You said that the FOB A. Yes. Q was the actual price paid to Atateks. A. Correct. Maybe I should explain customer allowance to you. Maybe Q. Please. A. So there's a style that's manufactured	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's also a charge on here for QC charges. That was not money that was made by Private Label that was collected by Target, so you would have to back out your QC charges. Q. Fair enough. With respect to this debit note and with respect to these goods, Private Label earned \$55,479.70? A. That was the customer allowance, yes. Q. Did Private Label earn any other money
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target? A. Rephrase the question. Which actual amount? Q. You said that the FOB A. Yes. Q was the actual price paid to Atateks. A. Correct. Maybe I should explain customer allowance to you. Maybe Q. Please. A. So there's a style that's manufactured for Target. There was an agreed upon sell price	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's also a charge on here for QC charges. That was not money that was made by Private Label that was collected by Target, so you would have to back out your QC charges. Q. Fair enough. With respect to this debit note and with respect to these goods, Private Label earned \$55,479.70? A. That was the customer allowance, yes. Q. Did Private Label earn any other money with respect to these goods?
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente A. Atateks. Q. You see a reference on the first page to customer allowances? A. Yes. Q. Can you explain what that refers to? A. Yes, that's the difference between the actual FOB and the sell price to Target. Q. What's the actual FOB? A. The actual price paid to Atateks for the manufacturing of the goods. Q. Was this actual amount paid by Target? A. Rephrase the question. Which actual amount? Q. You said that the FOB A. Yes. Q was the actual price paid to Atateks. A. Correct. Maybe I should explain customer allowance to you. Maybe Q. Please. A. So there's a style that's manufactured	C. Dente Q. The allowance is the 20 cents difference between 4.50 and 4.30? A. Correct. Q. And Private Label was entitled to that difference? A. Correct. Q. So with respect to this debit note and the goods reflected in this debit note, Private Label earned \$61,722,51, which is reflected on the first page. A. That is not correct, because there's also a charge on here for QC charges. That was not money that was made by Private Label that was collected by Target, so you would have to back out your QC charges. Q. Fair enough. With respect to this debit note and with respect to these goods, Private Label earned \$55,479.70? A. That was the customer allowance, yes. Q. Did Private Label earn any other money

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1	C. Dente	1	C. Dente
2	So at some point you entered into a	2	can be done anywhere.
3	deal with Atateks that Atateks would be paid	3	Q. Does Second Skin own any equipment?
4	\$4.30 a unit for that style number?	4	A. No.
5	A. Purchase orders were issued. Our	5	Q. Does it have any phone lines?
6	business is done on purchase orders, purchase	6	A. Yes.
7	order basis. There are no contracts. There are	7	Q. What phone line is that?
8	no deals. Everything is cut to order. We issue	8	A. That's my cell phone.
9	purchase orders.	9	Q. What about Nilda? Is there a phone for
10	Q. At the time that you would issue this	10	Nilda?
11	purchase order, would you tell Atateks how much	11	A. Are you asking is there a phone line
12	Target was going to be paying for the garment?	12	specifically registered to Second Skin or in the
13	A. Yes, there was a rider that was	13	name of Second Skin?
14	attached to the purchase order.	14	Q. Correct.
15	Q. It would state in this case that Target	15	A. No.
16	was going to be paid 4.50 per unit?	16	Q. Does Nilda use a computer?
17	A. Correct, correct. You also have to	17	A. She uses a laptop.
18	acknowledge that the LC was open to Basul and	18	Q. Who is that computer owned by?
19	transferred to Atateks, so Atateks was always in	19	A. She has more than one laptop, so she
20	full control of all the money. The money did not	20	works from home from the laptop. She works from
21	pass through Private Label.	21	the office sometimes on a laptop. We travel with
22	Q. The 8 percent you were referring to,	22	our laptops.
23	was that the 8 percent of the FOB or the LC	23	Q. When you refer to the office, are you
24	price?	24	referring to the offices of Private Label?
25	A. Of the LC price.	25	A. I'm referring to any office that we go
	•		
	62		64
1	62 C. Dente	1	64 C. Dente
1 2		1 2	
	C. Dente		C. Dente
2	C. Dente Q. When did Nilda start working for Second	2	C. Dente to. Target offices, her home.
3	C. Dente Q. When did Nilda start working for Second Skin?	2	C. Dente to. Target offices, her home. Q. When she is here in New York City, does
2 3 4	C. Dente Q. When did Nilda start working for Second Skin? A. I would have to check the exact date.	3	C. Dente to. Target offices, her home. Q. When she is here in New York City, does she ever work at Private Label's offices?
2 3 4 5	C. Dente Q. When did Nilda start working for Second Skin? A. I would have to check the exact date. I don't know off the top of my head.	2 3 4 5	C. Dente to. Target offices, her home. Q. When she is here in New York City, does she ever work at Private Label's offices? A. Yes, she does.
2 3 4 5 6	C. Dente Q. When did Nilda start working for Second Skin? A. I would have to check the exact date. I don't know off the top of my head. Q. Can you give me something approximate?	2 3 4 5 6	C. Dente to. Target offices, her home. Q. When she is here in New York City, does she ever work at Private Label's offices? A. Yes, she does. Q. Does Second Skin pay any rent to
2 3 4 5 6 7	C. Dente Q. When did Nilda start working for Second Skin? A. I would have to check the exact date. I don't know off the top of my head. Q. Can you give me something approximate? A. Within the past year.	2 3 4 5 6 7	C. Dente to. Target offices, her home. Q. When she is here in New York City, does she ever work at Private Label's offices? A. Yes, she does. Q. Does Second Skin pay any rent to Private Label for that?
2 3 4 5 6 7 8	C. Dente Q. When did Nilda start working for Second Skin? A. I would have to check the exact date. I don't know off the top of my head. Q. Can you give me something approximate? A. Within the past year. Q. So that means you believe sometime	2 3 4 5 6 7 8	C. Dente to. Target offices, her home. Q. When she is here in New York City, does she ever work at Private Label's offices? A. Yes, she does. Q. Does Second Skin pay any rent to Private Label for that? A. No.
2 3 4 5 6 7 8 9	C. Dente Q. When did Nilda start working for Second Skin? A. I would have to check the exact date. I don't know off the top of my head. Q. Can you give me something approximate? A. Within the past year. Q. So that means you believe sometime since June of 2007?	2 3 4 5 6 7 8	C. Dente to. Target offices, her home. Q. When she is here in New York City, does she ever work at Private Label's offices? A. Yes, she does. Q. Does Second Skin pay any rent to Private Label for that? A. No. Q. Could you please describe the offices
2 3 4 5 6 7 8 9	C. Dente Q. When did Nilda start working for Second Skin? A. I would have to check the exact date. I don't know off the top of my head. Q. Can you give me something approximate? A. Within the past year. Q. So that means you believe sometime since June of 2007? A. Correct.	2 3 4 5 6 7 8 9	C. Dente to. Target offices, her home. Q. When she is here in New York City, does she ever work at Private Label's offices? A. Yes, she does. Q. Does Second Skin pay any rent to Private Label for that? A. No. Q. Could you please describe the offices of Private Label? One room? Several rooms?
2 3 4 5 6 7 8 9 10	C. Dente Q. When did Nilda start working for Second Skin? A. I would have to check the exact date. I don't know off the top of my head. Q. Can you give me something approximate? A. Within the past year. Q. So that means you believe sometime since June of 2007? A. Correct. Q. When did she stop working for Private	2 3 4 5 6 7 8 9 10	C. Dente to. Target offices, her home. Q. When she is here in New York City, does she ever work at Private Label's offices? A. Yes, she does. Q. Does Second Skin pay any rent to Private Label for that? A. No. Q. Could you please describe the offices of Private Label? One room? Several rooms? A. It's one large, open room with three—
2 3 4 5 6 7 8 9 10 11 12	C. Dente Q. When did Nilda start working for Second Skin? A. I would have to check the exact date. I don't know off the top of my head. Q. Can you give me something approximate? A. Within the past year. Q. So that means you believe sometime since June of 2007? A. Correct. Q. When did she stop working for Private Label?	2 3 4 5 6 7 8 9 10 11 12	C. Dente to. Target offices, her home. Q. When she is here in New York City, does she ever work at Private Label's offices? A. Yes, she does. Q. Does Second Skin pay any rent to Private Label for that? A. No. Q. Could you please describe the offices of Private Label? One room? Several rooms? A. It's one large, open room with three—two individual offices within the large open
2 3 4 5 6 7 8 9 10 11 12 13	C. Dente Q. When did Nilda start working for Second Skin? A. I would have to check the exact date. I don't know off the top of my head. Q. Can you give me something approximate? A. Within the past year. Q. So that means you believe sometime since June of 2007? A. Correct. Q. When did she stop working for Private Label? A. It would have been at the same time.	2 3 4 5 6 7 8 9 10 11 12 13	C. Dente to. Target offices, her home. Q. When she is here in New York City, does she ever work at Private Label's offices? A. Yes, she does. Q. Does Second Skin pay any rent to Private Label for that? A. No. Q. Could you please describe the offices of Private Label? One room? Several rooms? A. It's one large, open room with three—two individual offices within the large open room.
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1	C. Dente	1	C. Dente
2	considered her desk?	2	Q. A general office?
3	A. Yes, it is.	3	A. Yes.
4	Q. How long has she been has that been	4	Q. If you wanted to reach her on a land
5	her desk?	5	line when she was working at
6	A. I'm not sure what the guestion is.	6	A. You would call you would call the
7	Q. It's her desk today, right?	7	main number, and you could be transferred to her.
8	A. Yes.	8	Q. Does Nilda receive mail in the course
9	Q. She has a desk today?	9	of her duties for Second Skin?
10	A. Right. It was her desk yesterday.	10	A. I assume from time to time.
11	Q. If we take it back into prior	11	Q. Where does she receive that mail?
12	yesterdays	12	A. Again, be specific. What mail? I
13	A. I'm sure where you're leading with the	13	mean, mail is a very general
14	question, and I can't answer the question because	14	Q. Business related mail relating to
15	I don't know what the question is.	15	Second Skin.
16	Q. Your job is not to understand where the	16	A. What business?
17	question's leading, just to answer them. You	17	Q. Second Skin. Second Skin does
18	understand	18	business, right?
19	A. I don't understand the question.	19	A. I receive mail for Second Skin.
20	Q. We know it was her desk today. We know	20	Q. She doesn't review any mail to Second
21	it was her desk yesterday. When did it begin	21	Skin?
22	being her desk?	22	A. No.
23	A. I would have to check on that for you.	23	Q. Where does the mail that you
24	If this is not a memory test, I couldn't give you	24	received where is that received?
25	an exact day, a specific time, a year. I would	25	A. It's received at multiple locations,
	66		68
1	66 C. Dente	1	C. Dente
1 2	C. Dente have to check.	1 2	C. Dente again the 935 Sedgewick Court. It could be
	C. Dente		C. Dente again the 935 Sedgewick Court. It could be received at 597 Broadway.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente have to check. Q. Has she ever had a different desk? A. Yes, she has. The business that we do can be done from anywhere. It's not specific to a desk or an office, a city, a state, a country. Q. What's Nilda's phone number, her office phone number? A. Her office phone number? Q. Right. A. Well, we just established that she didn't have a number that was registered to Second Skin. Q. What number A. She uses her own personal cell phone. Q. Did you ever call her on a land line? A. Depending on where she is. I call her at her home. I call her at multiple places. Q. If she's working at the offices of Private Label, is there a land line there that she will pick up?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	again the 935 Sedgewick Court. It could be received at 597 Broadway. Q. Is there a Second Skin e-mail account? A. Yes, there is. Q. Does Nilda have an e-mail address at Second Skin? A. Yes, she does. Q. Do you have one? A. Yes. Q. Does anybody else have one? A. I would have to check on that. I don't think so. Q. Turning back to Exhibit 503, I apologize. I'm asking a question twice, but what are QC charges? A. Quality inspection charges, when goods are checked for quality. Q. This is a cost that Private Label incurred and is now charging back to Atateks; is that right?
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1	C. Dente	1	C. Dente
2	invoices that are owed to Private Label and then	2	Q. Do you see the document that says 592
3	debited back to the factories, specific factories	3	at the bottom?
4	by style. A general way and industry standard	4	A. Yes.
5	way of doing business.	5	Q. Does 592 relate to Page 590?
6	Q. Did Target deduct that amount from the	6	A. I'm not sure what the question is.
7	amount that it paid?	7	Q. We got these documents from your
8	A. Target deducts the amount in different	8	counsel.
9	ways. I can either deduct it from Private Label	9	A. Okay.
10	open invoices or sometimes it's deducted from LC,	10	Q. And they often I don't think they
11	open LCs.	11	were stapled. I mean that as no criticism.
12	Q. I'm just trying to clarify.	12	That's very common, but we used our best
13	This was money in effect that Target	13	judgments as to what documents to staple together
14	initially charged?	14	because they seem to relate to each other.
15	A. If it appears on a debit note, then it	15	A. Okay.
16	was debited from a Private Label invoice and then	16	Q. So we stapled these documents together,
17	debited back to the specific factory.	17	but I don't know if they're really related.
18	Q. It would have been debited by Target;	18	Is 592 related to 590? Is it a type of
19	is that correct?	19	backup to 590 or have I just stapled together
20	A. That is correct.	20	documents that should be separate?
21	Q. Would there be underlying documentation	21	A. I don't know. I need time to go
22	with respect to that?	22	through and specifically marry and match, and I
23	A. Absolutely, yes.	23	don't know.
24	MR. GRANNIS: Off the record.	24	If you're telling me that you attached
25	(Discussion off the record.)	25	it, obviously you had good reason to attach it.
	****		72
i	70		
1	C. Dente	1	C. Dente
2	C. Dente MR. GRANNIS: I'm going to show the	2	C. Dente Q. No, I don't necessarily know a lot
j	C. Dente MR. GRANNIS: I'm going to show the witness Plaintiffs' Exhibit 504, bearing	l	C. Dente Q. No, I don't necessarily know a lot about the documents.
2 3 4	C. Dente MR. GRANNIS: I'm going to show the witness Plaintiffs' Exhibit 504, bearing Bates numbers D 590 through D 600, entitled,	2 3 4	C. Dente Q. No, I don't necessarily know a lot about the documents. Maybe what I can ask you to do is, if
2 3 4 5	C. Dente MR. GRANNIS: I'm going to show the witness Plaintiffs' Exhibit 504, bearing Bates numbers D 590 through D 600, entitled, "Invoice 1609."	2 3 4 5	C. Dente Q. No, I don't necessarily know a lot about the documents. Maybe what I can ask you to do is, if you wouldn't mind, when you are on lunch break,
2 3 4	C. Dente MR. GRANNIS: I'm going to show the witness Plaintiffs' Exhibit 504, bearing Bates numbers D 590 through D 600, entitled, "Invoice 1609." (Plaintiffs' Exhibit 504, Documents	2 3 4 5 6	C. Dente Q. No, I don't necessarily know a lot about the documents. Maybe what I can ask you to do is, if you wouldn't mind, when you are on lunch break, maybe take a few minutes to see if there's any
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1	C. Dente	1	C. Dente
2	initiated by Atateks, that they preferred to have	2	ocean freight charges the same in this case as
3	the correct title of this document noted as	3	the previous exhibit?
4	invoice as opposed to debit note for their own	4	A. I would have to check on a case-by-case
5	banking purposes.	5	basis.
6	Q. Fair enough.	6	When I answered the question for you
7	From your perspective, the debit note	7	before, I said I remember that there were several
8	where we see these types of documents, and it	8	occasions within the time of the year of 2006
9	says debit notes versus invoice, they're really	9	where Atateks was not able to fulfill their
10	just the same thing?	10	obligations on a direct LC base, and we had to
11	A. That is correct.	11	bring goods to the warehouse.
12	Q. Ocean freight charges are being charged	12	If you would want me to check invoice
13	back to Atateks by Plaintiffs' Exhibit 505; is	13	by invoice, I could do that.
14	that correct?	14	MR. GRANNIS: I'm going to show the
15	A. That's correct.	15	witness Plaintiffs' Exhibit 507. Off the
16	Q. How would this have come about, that	16	record.
17	they would have been charged for ocean freight	17	(Discussion off the record.)
18	charges?	18	(Plaintiffs' Exhibit 507, Documents
19	A. Well, this particular situation happens	19	Bearing Bates Nos. 535 through 539 marked
20	to stick out in my mind, that we had several	20	for identification.)
21	occasions in the year of 2006 where we had orders	21	MR. GRANNIS: I'm handing the witness
22	that were supposed to be shipped on a direct LC	22	Plaintiffs' Exhibit 507, which is titled,
23	basis, okay, meaning the LC was open to Basul,	23	"Debit Note 1632" bearing Bates Nos. 535
24	transferred to Atateks.	24	through 539.
25	Atateks was not able to fulfill their	25	Q. Ms. Dente, this is another debit note
		_	'
	74		76
1	C. Dente	1	C. Dente
1 2	C. Dente delivery obligation, so the letter of credit had	1 2	C. Dente of the type we've seen before, correct?
1	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had	ľ	C. Dente of the type we've seen before, correct? A. Yes.
2	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse.	2	C. Dente of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from
2	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC	2	C. Dente of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks,
2 3 4	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC basis, Target is responsible for the sea freight.	2 3 4	C. Dente of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks, correct?
2 3 4 5	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC basis, Target is responsible for the sea freight. If in fact we have to change the terms and the	2 3 4 5 6 7	C. Dente of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks, correct? A. Appears that way.
2 3 4 5 6	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC basis, Target is responsible for the sea freight. If in fact we have to change the terms and the goods are brought through our warehouse, we then	2 3 4 5 6 7 8	C. Dente of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks, correct? A. Appears that way. Q. Do the remaining pages of this document
2 3 4 5 6 7 8 9	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC basis, Target is responsible for the sea freight. If in fact we have to change the terms and the goods are brought through our warehouse, we then in turn would charge Atateks back for the sea	2 3 4 5 6 7 8	C. Dente of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks, correct? A. Appears that way. Q. Do the remaining pages of this document reflect these expediting charges shown on the
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2 3 4 5 6 7 8 9 10 11 12 13 14 15	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC basis, Target is responsible for the sea freight. If in fact we have to change the terms and the goods are brought through our warehouse, we then in turn would charge Atateks back for the sea freight. It would become their responsibility to move the freight to get it to us. Q. I'm going to show you Plaintiffs' Exhibit 506, titled "Invoice 1631," bearing Bates Nos. 542 through 545. (Plaintiffs' Exhibit 506, Documents	2 3 4 5 6 7 8 9 10 11 12 13 14	C. Dente of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks, correct? A. Appears that way. Q. Do the remaining pages of this document reflect these expediting charges shown on the first page of the document? A. It seems to be that way, if you look at comments, vendor pays negotiated expediting charges per deviation. Q. Do you have any recollection or general understanding as to why Atateks was being charged
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC basis, Target is responsible for the sea freight. If in fact we have to change the terms and the goods are brought through our warehouse, we then in turn would charge Atateks back for the sea freight. It would become their responsibility to move the freight to get it to us. Q. I'm going to show you Plaintiffs' Exhibit 506, titled "Invoice 1631," bearing Bates Nos. 542 through 545. (Plaintiffs' Exhibit 506, Documents Bearing Bates Nos. 542 through 545 marked for identification.) Q. And is this essentially the same document as you were just looking at in Plaintiffs' Exhibit 505?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	C. Dente of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks, correct? A. Appears that way. Q. Do the remaining pages of this document reflect these expediting charges shown on the first page of the document? A. It seems to be that way, if you look at comments, vendor pays negotiated expediting charges per deviation. Q. Do you have any recollection or general understanding as to why Atateks was being charged expediting? A. They were obviously late. Q. Do you know whether or not there was any type of e-mail negotiation which preceded the issuance of this debit note?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC basis, Target is responsible for the sea freight. If in fact we have to change the terms and the goods are brought through our warehouse, we then in turn would charge Atateks back for the sea freight. It would become their responsibility to move the freight to get it to us. Q. I'm going to show you Plaintiffs' Exhibit 506, titled "Invoice 1631," bearing Bates Nos. 542 through 545. (Plaintiffs' Exhibit 506, Documents Bearing Bates Nos. 542 through 545 marked for identification.) Q. And is this essentially the same document as you were just looking at in Plaintiffs' Exhibit 505? MR. BYLER: When you say the same kind	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks, correct? A. Appears that way. Q. Do the remaining pages of this document reflect these expediting charges shown on the first page of the document? A. It seems to be that way, if you look at comments, vendor pays negotiated expediting charges per deviation. Q. Do you have any recollection or general understanding as to why Atateks was being charged expediting? A. They were obviously late. Q. Do you know whether or not there was any type of e-mail negotiation which preceded the issuance of this debit note? A. I would have to check for you, but I
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC basis, Target is responsible for the sea freight. If in fact we have to change the terms and the goods are brought through our warehouse, we then in turn would charge Atateks back for the sea freight. It would become their responsibility to move the freight to get it to us. Q. I'm going to show you Plaintiffs' Exhibit 506, titled "Invoice 1631," bearing Bates Nos. 542 through 545. (Plaintiffs' Exhibit 506, Documents Bearing Bates Nos. 542 through 545 marked for identification.) Q. And is this essentially the same document as you were just looking at in Plaintiffs' Exhibit 505? MR. BYLER: When you say the same kind of document	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks, correct? A. Appears that way. Q. Do the remaining pages of this document reflect these expediting charges shown on the first page of the document? A. It seems to be that way, if you look at comments, vendor pays negotiated expediting charges per deviation. Q. Do you have any recollection or general understanding as to why Atateks was being charged expediting? A. They were obviously late. Q. Do you know whether or not there was any type of e-mail negotiation which preceded the issuance of this debit note? A. I would have to check for you, but I believe that I testified earlier that all
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC basis, Target is responsible for the sea freight. If in fact we have to change the terms and the goods are brought through our warehouse, we then in turn would charge Atateks back for the sea freight. It would become their responsibility to move the freight to get it to us. Q. I'm going to show you Plaintiffs' Exhibit 506, titled "Invoice 1631," bearing Bates Nos. 542 through 545. (Plaintiffs' Exhibit 506, Documents Bearing Bates Nos. 542 through 545 marked for identification.) Q. And is this essentially the same document as you were just looking at in Plaintiffs' Exhibit 505? MR. BYLER: When you say the same kind of document MR. GRANNIS: Same kind of document.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks, correct? A. Appears that way. Q. Do the remaining pages of this document reflect these expediting charges shown on the first page of the document? A. It seems to be that way, if you look at comments, vendor pays negotiated expediting charges per deviation. Q. Do you have any recollection or general understanding as to why Atateks was being charged expediting? A. They were obviously late. Q. Do you know whether or not there was any type of e-mail negotiation which preceded the issuance of this debit note? A. I would have to check for you, but I believe that I testified earlier that all chargebacks were negotiated prior to debit notes
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente delivery obligation, so the letter of credit had to be cancelled, and the goods have to be had to be brought through our warehouse. When goods are shipped on a direct LC basis, Target is responsible for the sea freight. If in fact we have to change the terms and the goods are brought through our warehouse, we then in turn would charge Atateks back for the sea freight. It would become their responsibility to move the freight to get it to us. Q. I'm going to show you Plaintiffs' Exhibit 506, titled "Invoice 1631," bearing Bates Nos. 542 through 545. (Plaintiffs' Exhibit 506, Documents Bearing Bates Nos. 542 through 545 marked for identification.) Q. And is this essentially the same document as you were just looking at in Plaintiffs' Exhibit 505? MR. BYLER: When you say the same kind of document	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	of the type we've seen before, correct? A. Yes. Q. In this case, expediting charges from Target are being charged back to Atateks, correct? A. Appears that way. Q. Do the remaining pages of this document reflect these expediting charges shown on the first page of the document? A. It seems to be that way, if you look at comments, vendor pays negotiated expediting charges per deviation. Q. Do you have any recollection or general understanding as to why Atateks was being charged expediting? A. They were obviously late. Q. Do you know whether or not there was any type of e-mail negotiation which preceded the issuance of this debit note? A. I would have to check for you, but I believe that I testified earlier that all

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1	C. Dente	1	C. Dente
2	A. Yes.	2	way. It's standard industry practice.
3	MR. BYLER: Just objection to the form.	3	Q. Was it common for Target to impose this
4	2007? Do you mean 2007?	4	new store discount?
5	Q. Do you have any recollection that debit	5	A. Yes.
6	notes were issued as late as April 2007?	6	Q. Do you know when Atateks's goods were
7	 I would have to check. 	7	first sold at a new store and, therefore,
8	MR. GRANNIS: I am showing the witness	8	discounted?
9	what has been marked as Plaintiffs' Exhibit	. 9	A. I have no idea. I would have to check.
10	508, titled "Debit Note 1634," with Bates	10	Q. This new store discount chargeback is
11	No. 857 through 858.	11	being issued in November of 2006.
12	(Plaintiffs' Exhibit 508, Documents	12	A. Okay.
13	Bearing Bats Nos. 857 through 858 marked for	13	Q. Correct?
14	identification.)	14	 That's what it looks like.
15	Q. Ms. Dente, this is another debit note	15	Q. At this point, Private Label has been
16	of the type we have seen before, correct?	16	doing business with Atateks for three or four
17	A. That is correct.	17	years?
18	Q. You see it states that new store	18	A. Since, I think we established, around
19	discount. Do you see that?	19	2002.
20	A. Yes.	20	Q. So that's about four years?
21	Q. Could you tell me what a new store	21	A. Uh-huh.
22	discount is?	22	Q. And there have been hundreds of
23	A. When Target opens a new store, we	23	thousands or millions have to be millions of
24	agreed to a certain amount of goods of a master	24	garments?
25	purchase order that we're manufacturing to be	25	A. Yes, millions.
	78 C. Dente	1	80 C. Dente
1 2	delivered for that new store set, so the day the	2	Q. Do you think it's possible that the
3	doors open, obviously there was no product	3	first time that they that Target imposed the
4	ordered specifically, so they add on to product	4	new store discount on goods by Atateks was
5	that was already been ordered so they have goods	5	November 2006?
6	to open the new store, and they ask for a		HOTCHIDGE 2000:
7	·	۱ ۲	A. I would have to check. I don't think
'	discount for them	6	A. I would have to check. I don't think it would be possible, but I would have to check
۰	discount for them. MP_GPANNIS: Would you read that back?	7	it would be possible, but I would have to check,
8	MR. GRANNIS: Would you read that back?	7	it would be possible, but I would have to check, since we had been doing business, as you said,
9	MR. GRANNIS: Would you read that back? (Answer read.)	7 8 9	it would be possible, but I would have to check, since we had been doing business, as you said, for four years.
9 10	MR. GRANNIS: Would you read that back? (Answer read.) Q. Ms. Dente, I'm not sure I understood.	7 8 9	it would be possible, but I would have to check, since we had been doing business, as you said, for four years. Q. We have not been able to locate any
9 10 11	MR. GRANNIS: Would you read that back? (Answer read.) Q. Ms. Dente, I'm not sure I understood. If there was a purchase order for, say,	7 8 9 10 11	it would be possible, but I would have to check, since we had been doing business, as you said, for four years. Q. We have not been able to locate any chargeback to Atateks with respect to a new store
9 10 11 12	MR. GRANNIS: Would you read that back? (Answer read.) Q. Ms. Dente, I'm not sure I understood. If there was a purchase order for, say, 10,000 garments, and this new store opens up	7 8 9 10 11	it would be possible, but I would have to check, since we had been doing business, as you said, for four years. Q. We have not been able to locate any chargeback to Atateks with respect to a new store discount until November of 2006.
9 10 11 12 13	MR. GRANNIS: Would you read that back? (Answer read.) Q. Ms. Dente, I'm not sure I understood. If there was a purchase order for, say, 10,000 garments, and this new store opens up A. Okay.	7 8 9 10 11 12 13	it would be possible, but I would have to check, since we had been doing business, as you said, for four years. Q. We have not been able to locate any chargeback to Atateks with respect to a new store discount until November of 2006. A. It is possible. Like I said, I would
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9 10 11 12 13 14 15 16	MR. GRANNIS: Would you read that back? (Answer read.) Q. Ms. Dente, I'm not sure I understood. If there was a purchase order for, say, 10,000 garments, and this new store opens up A. Okay. Q would some of those 10,000 garments be directed to the new store or are you saying that you would add to the number of garments reflected in the purchase order?	7 8 9 10 11 12 13 14 15 16	it would be possible, but I would have to check, since we had been doing business, as you said, for four years. Q. We have not been able to locate any chargeback to Atateks with respect to a new store discount until November of 2006. A. It is possible. Like I said, I would have to check. It's possible that none of the styles that were being manufactured by Atateks were chosen for the new store openings, as I told you that Target on a case-by-case basis, as they
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1	C. Dente	1	C. Dente
2	Atateks?	2	would be issued with respect to this order for
3	A. I would really have to check, Eric. I	3	goods for the new store, correct?
4	mean, really in fairness, again	4	A. Correct.
5	Q. How would you check?	5	Q. And I think you said you weren't sure
6	A. Have to go back and check the debit	6	whether or not the price would reflect the
7	notes that we have on file.	7	discount.
8	Q. How would you check whether or not	8	A. That is correct or the terms. I don't
9	Atateks's goods had previously been subject to a	9	know if the terms, because there is a part for
10	new store discount?	10	terms on our purchase orders.
11	A. Because if it had been, a debit note	11	Q. When the purchase order was issued or
12	would have been issued, and it would state such.	12	prior to that point, would Atateks be advised
13	Q. How do you know it's not possible that	13	that a new store discount was going to be imposed
14	they were subject to a new store discount, but	14	upon it with respect to these goods?
15	you just didn't charge it back because you viewed	15	A. As I stated previously, it's an
16	it as Private Label's responsibility?	16	industry standard, not just with Target, but most
17	A. Can I pose another question?	17	large mass market retailers as they're opening
18	Do you have debit note purchase orders	18	new stores in order to facilitate getting product
19	dating back to 2002? In fairness, the reason I'm	19	in there a product in there quickly when they
20	saying I think we're both talking about a	20	don't know an exact store opening, there are
21	subject that we may not have documents to review,	21	discounts that are that are negotiated up
22	so if you would like a specific answer to that	22	front, so yes, it's an industry standard. It's
23	question, we absolutely can check, because	23	not anything that would come as a surprise.
24	everything is kept on file.	24	Q. Would the purchase order state that
25	MR. GRANNIS: I would appreciate your checking	25	these goods were being purchased for a new store?
	82	T	84
1	C. Dente	1	C. Dente
1 2	C. Dente and seeing if there are any new store discount	1 2	C. Dente A. I just told you I would have to see a
		_	
2	and seeing if there are any new store discount	2	A. I just told you I would have to see a
3	and seeing if there are any new store discount chargebacks prior to November 2006.	2	A. I just told you I would have to see a purchase order. I couldn't answer that off the
2 3 4	and seeing if there are any new store discount chargebacks prior to November 2006. THE WITNESS: Okay.	2 3 4	A. I just told you I would have to see a purchase order. I couldn't answer that off the top of my head.
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1	C. Dente	1	C. Dente
1	letter of what?	2	for identification.)
3	Q. Advise you by letter of the chargebacks	3	THE WITNESS: Can we actually go back
4	which, like this, refer to new stores.	4	to the previous exhibits for a minute. You
5	A. I thought you told me you were only	5	showed me for the new store? Just the one
6	able to locate one.	6	for the new store you previously showed. I
7	Q. This was the first one that I was able	7	think it was the one right on top.
8	to locate.	8	MR. GRANNIS: That's it.
9	A. So it's the first one. It's not the	9	MR. BYLER: 508.
10	only one you were able to locate?	10	THE WITNESS: Okay. I just want to
11	Q. Correct. There are others which are	11	note for the record that these chargebacks
12	later.	12	don't even pertain to Atateks. It pertains
13	A. Okay.	13	that was crossed out, and actually
14	Q. And to be frank when I think you	14	pertains to a different factory, which is
15	know where I'm going with this.	15	Orma.
	A. I don't. That's why I'm trying to		
16 17	I'm trying to help you, because I really don't	16 17	MR. GRANNIS: That's very helpful to know. Thank you.
	know. I mean, of all the points, I don't know	18	MR. BYLER: In your testimony you're
18	why this is a point.	19	referring to both Plaintiffs' Exhibit 508
19	Q. One issue is that obviously we want to	20	and 509.
20	make sure that Atateks was aware before it	21	THE WITNESS: That's correct.
21	manufactured the goods	22	So to clarify for you also how we would
22	A. Okay.	23	know that, it would be referenced by the
23		24	purchase order number and the style number
24	Q that a new store discount would be		·
25	imposed on it.	25	to determine which factory it applies to
	86		88
1	86 C. Dente	1	88 C. Dente
1 2	86 C. Dente You would agree, would you not, it		88 C. Dente from the Target paperwork.
1 2 3	86 C. Dente You would agree, would you not, it would only be fair that Atateks would know some	1 2	C. Dente from the Target paperwork. Q. Could I ask you to look at Page 843 of
1 2 3 4	C. Dente You would agree, would you not, it would only be fair that Atateks would know some way that it was going to be subject to the	1 2 3	88 C. Dente from the Target paperwork.
1 2 3	86 C. Dente You would agree, would you not, it would only be fair that Atateks would know some	1 2 3 4	C. Dente from the Target paperwork. Q. Could I ask you to look at Page 843 of Plaintiffs' Exhibit 509.
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the details later. C. Dente witness Plaintiffs Exhibit 510, which is a document titled, "Debit Note 1642" with Bates Nos. 829 to 838. (Plaintiffs Exhibit 510, Document 6 Bearing Bates Nos. 829 through 838 marked 7 for identification.) Q. Writh respect to the first amount 9 charged here, 179.31, can you tell me what that 10 is about? A. A Target – you are talking about this 12 first line, Target PO fill rate? Q. Correct. A. And revised — wait. Target fill rate revised and carton shortage. That means that we 15 electronically transferred, and then we are 18 responsible for inputting the exact number of 19 cartons that are to be shipped. If we're not mirroring what they 21 ordered, they then impose a discount or a 22 chargeback for short shipping. Q. Does that mean that they didn't get the 24 quantity of goods which we told them we were giving them? C. Dente 2 A. Thet is correct. We do advanced ship 3 notices. Q. Could you beli me what that would refer to? 8 29. Could you beli me what that would refer to? 19 A. I have no idea. It's not my 1 handwriting. A. I have no idea. It's not my 1 handwriting. A. I have no idea. It's not my 1 handwriting. A. A bsolutely. Q. Do you know whose handwriting that is? A. A bsolutely. Q. Do you know whose handwriting that is? A. A. Absolutely. Q. That's if you felt that they were unjustified; is that correct? A. That's correct. Q. Can you remember any perticular circumstances in which you felt they were unjustified; is that correct? A. That's correct. A. There on the circumstance? A. That's correct. Q. Can you remember any perticular circumstances in which you felt they were unjustified; is that correct? A. That's correct. A. That's correct on the circumstance? A. That's correct on the circumstance? A. That's correct on t	e 1:C	77-cv-06665-HB-DCF Document 54-3	F	iled 06/10/2008 Page 29 of 57 91
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Soling to absorb the expediting, because we're		·	4	• • • • =
6 Bearing Bates Nos. 829 through 838 marked 7 for Identification.) 9 Q. With respect to the first amount 8 charged here, 179.31, can you tell me what that 10 is about? 11 A. Target you are talking about this 12 first line, Target PO fill rate? 12 Q. Correct. 13 Q. And revised wait. Target fill rate revised and carton shortage. That means that we 16 short shipped. Target transmits an EDI which is 9 electronically transferred, and then we are 18 responsible for inputting the exact number of 19 cartons that are to be shipped. 20 If we're not mirroring what they 21 ordered, they then impose a discount or a 22 chargeback for short shipping. 10 C. Dese that mean that they didn't get the 24 quantity of goods which we told them we were 25 giving them? 11 A. That is correct. We do advanced ship 3 notices. 12 Q. Could you tell me what that would refer to? 13 A. Yes. 14 Q. Kindly turn your attention to Page D 5 837. Do you see that it says dispute and then 6 absorbed? 15 A. I have no idea. It's not my 11 handwritting. 16 A. Absolutely. 17 Q. Do you know whose handwriting that is? 18 A. No, I don't. 19 Q. Do you know whose handwriting that is? 19 A. That's correct. 20 Q. Can you remember any particular circumstances in which you felt they were unjustified? 21 A. That's correct. 22 C. Can you remember any particular circumstances in which you felt they were unjustified? 23 A. I mean, as to a specific circumstance? 24 No, but generally speaking, there are many times that a retailer takes a discount and finds out the details later, so It to could very well be that once they find out the details later, so It to poul the details later, so It to poul the the chargeback would be reversed by part or it, and then the chargeback would be reversed by part or it, and then the chargeback would be reversed by part or it, and then the chargeback would be proversed by the deut it is proved. 20 W. Would you sometimes dispute or in repease dark for short shipped. It is from us. 20 W. Would you sometimes dispute or			5	
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2 know if that means first letter of credit, so it 3 is possible. 4 Again, you have to explain that it's — 5 everything is attached. There's an attachment 6 from Private Label to Basul, from Basul to their 7 specific factories, so all the vendor numbers are 8 attached. 9 Q. I think I can state better the question 1 Tri trying to get at. 11 A. Okay. 12 Q. On some occasions, Private Label 13 purchased goods from Attacks and sold them to 14 Target? 15 A. Correct. 16 Q. And I'm going to say in those cases, 17 just to establish terminology, that Private Label 18 was an intermediate purchaser. I just mean that then sold the goods to Target. 19 Q. — purchased the goods from Attacks and then sold the goods to Target. 19 Seamatics, because everything was made to order 19 C. Dente 10 Q. I just want to distinguish between 10 Seamatics, because everything was made to order 11 Trough or warehouse, it's mandatory for Target to Rough Private Label. 10 Can you come up with a terminology for me to describe the dicrumstances in which goods go through Private Label? 10 Can you come up with a terminology for me to describe the dicrumsfaces in which goods go through Private Label? 10 Can you come up with a terminology for me to describe the dicrumsfaces in which goods go through Private Label? 2 Q. Des the fact that it says Basul to Target and ones where they for warehouse goods even when we brought goods for where we are mainfacturing our product, is because as I stated before, they inspect it. 18 M. R. GRANNIS: I'm going to hand the witness Plaintiffs Exhibit 512, Dearing Bates Nos. 764 through 784 marked with the spends when the search of the circumsfacturing our product, for ricellification.) 2 Q. Can you tell me what this means when it to the containers are delivered to the factory of the factory in a timely fashion, and a three ordinaters are picked up and brought back to the factory to the containers are picked up and brought back to the fortactory. They the could man that there evere indeed in the containers? 2 Q. For you f	ı 1	33		- 75
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12 Q. On some occasions, Private Label 13 purchased goods from Atateks and sold them to 14 Target? 15 A. Correct. 16 Q. And I'm going to say in those cases, 17 just to establish terminology, that Private Label 18 was an intermediate purchaser. I just mean that 19 Private Label — 20 A. No, no. 21 Q. — purchased the goods from Atateks and 22 then sold the goods to Target. 23 A. I think it's just a matter of 24 semantics, because everything was made to order 25 for Target. It was ordered on Target's behalf. 26 Q. I just want to distinguish between 27 describe the circumstances in which goods 28 go through Private Label? 39 A. Warehouse goods went directly from either 4 Atateks or Basul to Target and ones where they 4 went through Private Label? 4 A. Warehouse goods versus direct LC goods. 5 Q. Does the fact that it says Basul 11 Textile Limited mean that these were direct LC 21 goods? 12 A. Not necessarily. I would have to check for you, because even when we brought goods 15 through our warehouse, it's mandatory for Target 16 to know where we are manufacturing our product, because as I stated before, they inspect it. 19 MR. GRANNIS: I'm going to hand the witness Plantiff's Exhibit \$12, bearing 20 Bates Nos. 764 through 784, with the title "Debit Note 1654." 21 Q. Can you tell me what this means when it 22 Q. Can you tell me what this means when it 23 Q. Can you tell me what this means when it 24 the sold the goods from Atateks and their 25 old hateks were goods picked up from? 26 A. Both their Turkey factories and their 27 Oz. With respect to Atateks, what factory 28 of Atateks were goods licts factory 29 Atateks to deliver goods in a timely fashion, and I correct in thinking that the obligation of 24 Atateks to deliver goods in a timely fashion, and I correct in thinking that the obligation of 25 Atateks to deliver goods in a timely fashion, and I correct in thinking that the obligation of 26 Atateks was to deliver those goods to its factory 27 Oz. Where is the forwarder. 28 A. No, delivery to the forwarder. 39	l '			
13 purchased goods from Atateks and sold them to 14 Target? A. Correct. 16 Q. And I'm going to say in those cases, 17 just to establish terminology, that Private Label 18 was an intermediate purchaser. I just mean that 19 Private Label 20 A. No, no. 21 Q purchased the goods from Atateks and 22 then sold the goods to Target. 23 A. I think it's just a matter of 24 semantics, because everything was made to order 25 for Target. It was ordered on Target's behalf. 26 Q. I just want to distinguish between 27 those cases where goods went directly from either 28 A. Warehouse goods went directly from either 29 A. Warehouse goods versus direct LC goods? 20 Does the fact that it says Basul 21 Textile Limited mean that these were direct LC 22 goods? 23 A. Not necessarily. I would have to check for you, because even when we brought goods 29 through Private Label? 20 Does the fact that it says Basul 21 Textile Limited mean that these were direct LC goods? 22 to know where we are manufacturing our product, because as I stated before, they inspect it. 23 M. RGRANNIS: I'm going to hand the witness Plaintiff's Exhibit 512, bearing 29 Design from the forwarder. 20 Poet the factory for Target to know where we are manufacturing our product, because as I stated before, they inspect it. 30 M. RGRANNIS: I'm going to hand the witness Plaintiff's Exhibit 512, bearing 20 Bates Nos. 764 through 784 marked for identification.) 21 Q. Can you tell me what this means when it to good to the factory in a timely fashion, and there are subsequent delays in those cases, in whoch one of Atateks were goods picked up from? 21 A. Both their Turkey factories and their 24 Atateks to deliver goods in a timely fashion, am 2 I correct in thinking that the obligation of 24 Atateks to deliver those goods to its factory 2 door? 24 Atateks to deliver those goods to its factory 2 door? 25 C. Dente 26 La C. Dente 27 C. Dente 28 A. No, delivery to the forwarder. 39 Q. Where is the forwarder in the factory. The forwarder is certain proximity to the factory. T		·	1	•
Target? A. Correct. Q. And I'm going to say in those cases, just to establish terminology, that Private Label A. No, no. Q. — purchased the goods from Atateks and then sold the goods to Target. A. I think it's just a matter of semantics, because everything was made to order for Target. It was ordered on Target's behalf. C. Dente Q. I just want to distinguish between those cases where goods went directly from either Atateks or Basul to Target and ones where they went through Private Label? Can you come up with a terminology for me to describe the circumstances in which goods go through Private Label? Q. Does the fact that it says Basul Textile Limited mean that these were direct LC goods? A. Not necessarily. I would have to check for you, because even when we brought goods to know where we are manufacturing our product, because as I stated before, they inspect it. MR. GRANNIS: I'm going to hand the witness Planitiff's Exhibit 512, bearing Deter Son Sos. 764 through 784 marked for identification.) Textile Limited mean that this means when it His containers, improper packing lists. Can mean a whole host of things, but the containers were of packed up from? A whole host of things, but the containers were of packed correctly. Q. With respect to Atateks, what factory A tateks were goods picked up from? A. Both their Turkey factories and their Jordan factories. Q. With respect to Atateks, what factory Atateks were goods picked up from? A. Both their Turkey factories and their Jordan factories. Q. With respect to Atateks, what factory Atateks were goods picked up from? A. Both their Turkey factories and their Jordan factories. Q. With respect to Atateks, what factory Atateks were goods picked up from? A. Both their Turkey factories and their Jordan factories. Q. With respect to Atateks, what factory Atateks was to deliver those goods in a timely fashion, and Correct in thinking that the obligation of Atateks was to deliver the obligation of A tateks was to deliver the ordinary at the factory A. No, delivery to				
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19 Private Label 20 A. No, no. 21 Q purchased the goods from Atateks and 22 then sold the goods to Target. 23 A. I think it's just a matter of 24 semantics, because everything was made to order 25 for Target. It was ordered on Target's behalf. 26 Q. I just want to distinguish between 27 those cases where goods went directly from either 28 Atateks or Basul to Target and ones where they 39 went through Private Label. 39 A. Warehouse goods versus direct LC goods. 30 Q. Does the fact that it says Basul 31 Textile Limited mean that these were direct LC 32 goods? 31 A. Not necessarily. I would have to check 34 for you, because even when we brought goods 35 through our warehouse, it's mandatory for Target 46 to know where we are manufacturing our product, 47 to because as I stated before, they inspect it. 48 MR. GRANNIS: I'm going to hand the 49 witness Plaintiffs' Exhibit 512, bearing 40 Bates Nos. 764 through 784 marked 41 (Plaintiffs' Exhibit 512, Documents 42 Eor identification.) 40 Q. Can you tell me what this means when it 41 C. Dente 42 A. No, delivery to the forwarder. 44 Azteks or Basul to Target and ones where they 45 went through Private Label. 46 Can you come up with a terminology for 47 me to describe the circumstances in which goods 48 go through Private Label? 49 A. Warehouse goods versus direct LC goods. 40 Q. Does the fact that it says Basul 41 Textile Limited mean that these were direct LC 42 goods? 43 A. Not necessarily. I would have to check 44 for you, because even when we brought goods 45 through our warehouse, it's mandatory for Target 46 to know where we are manufacturing our product, 47 because as I stated before, they inspect it. 48 Park Bod Mark Bod Marked 49 Private Label? 49 Private Label? 50 Private Label? 51 C. Dente 52 A. No, deliver those goods to its factory 52 A. No, delivery to the forwarder. 53 A. No threa rurkey says to deliver those goods to its factory 54 A. No, delivery to the forwarder. 55 Privarder. 60 Privare Label. 61 C. Dente 61 C. Dente 62 A. No, delivery to the f	17	-	17	•
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22 then sold the goods to Target. 23 A. I think it's just a matter of 24 semantics, because everything was made to order 25 for Target. It was ordered on Target's behalf. 26 Q. I just want to distinguish between 27 those cases where goods went directly from either 28 4 Attacks or Basul to Target and ones where they 29 went through Private Label. 20 Can you come up with a terminology for 21 Textile Limited mean that these were direct LC 22 goods? 23 A. No, delivery to the forwarder. 24 Attacks or Basul to Target and ones where they 25 went through Private Label. 6 Can you come up with a terminology for 6 me to describe the circumstances in which goods 8 go through Private Label? 9 A. Warehouse goods versus direct LC goods. 10 Q. Does the fact that it says Basul 11 Textile Limited mean that these were direct LC 12 goods? 13 A. Not necessarily. I would have to check 14 for you, because even when we brought goods 15 through our warehouse, it's mandatory for Target 16 to know where we are manufacturing our product, 17 because as I stated before, they inspect it. 18 MR. GRANNIS: I'm going to hand the 18 witness Plaintiff's Exhibit 512, bearing 10 Bates Nos. 764 through 784, with the title 11 C. Dente 12 A. No, delivery to the forwarder. 13 Q. Where Is the forwarder is prowing to the forwarder wappoint, or Target's forwarders. 14 A. Delivered to the factory, They're using local forwarders. 15 Goods? 16 Q. Does the fact that it says Basul 17 Textile Limited mean that these were direct LC 18 goods? 19 A. Not necessarily. I would have to check for you, because even when we brought goods 19 through our warehouse, it's mandatory for Target 10 to know where we are manufacturing our product, 19 loaded at the factory for ease for both the factory or ease for both the fa	20	_ •	20	_
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1	C. Dente	1	C. Dente
	goods available at its factory for those	2	A. I think I asked that question before,
2	containers?	3	so I'm going to make sure I understand you. I
1	A. Correct, and I want I would like to	4	said that are you referring to once the goods
4 5	ask for you to be specific when you says there's	5	are received at the forwarder, which we
1 .	further delays, meaning that once the containers	6	established is in close proximity to the
6	are delivered to the forwarders' location, and	7	factory's location?
7	they're put on a vessel or being aired for	1	If there is a delay unbeknownst to
8	whatever reason, that there's delays in the	8	Atateks meaning the vessel's delayed, the
9	vessel or delays in the aircraft unbeknownst to		airplane blows up, the goods never arrive are
10	Atateks.	10	you asking me is Atateks ultimately responsible
11	Is that what you're asking me?	11 12	for that?
į į	Q. Well, not exactly.	13	Q. Any of that, yes.
13	A. Okay.		A. Again, everything is negotiated on the
14	<u>.</u>	14	case-by-case basis. I really have to know the
15	Q. Would you agree with the followingA. Okay.	15	circumstances. It's hard for me to generally
16	Q. Containers are delivered to Atateks,	16	answer that question for you, because it's an
17	its factory. Atateks loads garments onto the	17	ongoing partnership. It's an ongoing
18	container.	18	relationship, and a human business. There's also
20	A. Uh-huh.	20	issues, Eric.
20	Q. Once Atateks does that in a timely	21	Q. Where was the quality check by Target?
22	fashion, it has no further responsibility for	22	A. At the factory level.
- 1	delivery of the goods; is that correct?	23	Q. Where was the quality check by Basul?
23	A. With all due respect, I think you're	24	A. At the factory level.
24	• • •		As part of the commercial invoices and
25	speaking very generally, because you don't 98	25	100
	20		100
1	C. Dente	1	C. Dente
1 2	C. Dente understand enough about the business.	1 2	C. Dente inspection certificate is included the goods
2	understand enough about the business.		inspection certificate is included the goods
- 1	understand enough about the business. Q. I'm sure I don't.	2	inspection certificate is included the goods can't leave without the inspection certificate
3	understand enough about the business. Q. I'm sure I don't. A. Okay, but as I stated previously in my	2	inspection certificate is included the goods
2 3 4	understand enough about the business. Q. I'm sure I don't. A. Okay, but as I stated previously in my testimony, that chargebacks are no mystery to	2 3 4	inspection certificate is included the goods can't leave without the inspection certificate being signed.
2 3 4 5	understand enough about the business. Q. I'm sure I don't. A. Okay, but as I stated previously in my testimony, that chargebacks are no mystery to anybody. They're negotiated up front.	2 3 4 5	inspection certificate is included the goods can't leave without the inspection certificate being signed. MR. GRANNIS: I'm handing the witness Plaintiffs' Exhibit 513 titled, "Target
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2 3 4 5 6 7 8 9	understand enough about the business. Q. I'm sure I don't. A. Okay, but as I stated previously in my testimony, that chargebacks are no mystery to anybody. They're negotiated up front. Even when Target expects to receive goods late because there's an agreed upon extension, doesn't mean that Atateks is not responsible for whatever discount was negotiated,	2 3 4 5 6 7 8 9	inspection certificate is included the goods can't leave without the inspection certificate being signed. MR. GRANNIS: I'm handing the witness Plaintiffs' Exhibit 513 titled, "Target Stores Accounts Payable Research" bearing Bates Nos. 79 through 89. (Plaintiffs' Exhibit 513, Documents
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22 mean it sometimes happens and sometimes doesn't 23 or does it always happen? 24 A. I would have to assume that if they 25 of all commitment sheets as well, just so 26 you know, to permit you to cross reference 27 it. That is how they manufactured the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	C. Dente 28, 2006." Now, this cover memo to you wasn't generated until January 22, 2007? A. Exactly my point that I made previously. Q. This goes back, in fact two years back? A. I said a year, approximately a year and a half, year to a year and a half. Q. So at this point in time in January 22, 2007, Target imposed these chargebacks upon Private Label; is that correct? A. That is correct. Q. Do you have any idea of how this came about? A. It's standard industry practice, as I told you, with most mass market retailers, that they have the latitude to charge you back for	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	C. Dente Q. What is a DPCI number? A. Department class and code. Q. How do you relate that to Atateks or Basul? A. How do we relate it to Orma or Atateks you mean? Q. That's correct. A. Based on the DPCI. Those are attached to the garments. These numbers are attached to the garments that are shipped. In addition, they appear on Target's commit sheets. MR. GRANNIS: I would ask for the production, if it hasn't previously been produced, of these Target commitment THE WITNESS: Commitment sheets. MR. GRANNIS: Commitment sheets, which would show these DPCI numbers for Atateks
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24 A. I would have to assume that if they 24 it. That is how they manufactured the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	C. Dente 28, 2006." Now, this cover memo to you wasn't generated until January 22, 2007? A. Exactly my point that I made previously. Q. This goes back, in fact two years back? A. I said a year, approximately a year and a half, year to a year and a half. Q. So at this point in time in January 22, 2007, Target imposed these chargebacks upon Private Label; is that correct? A. That is correct. Q. Do you have any idea of how this came about? A. It's standard industry practice, as I told you, with most mass market retailers, that they have the latitude to charge you back for goods that are returned at store level by their consumers.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	C. Dente Q. What is a DPCI number? A. Department class and code. Q. How do you relate that to Atateks or Basul? A. How do we relate it to Orma or Atateks you mean? Q. That's correct. A. Based on the DPCI. Those are attached to the garments. These numbers are attached to the garments that are shipped. In addition, they appear on Target's commit sheets. MR. GRANNIS: I would ask for the production, if it hasn't previously been produced, of these Target commitment THE WITNESS: Commitment sheets. MR. GRANNIS: Commitment sheets, which would show these DPCI numbers for Atateks that would permit us to confirm that these chargebacks have been properly charged.
	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente 28, 2006." Now, this cover memo to you wasn't generated until January 22, 2007? A. Exactly my point that I made previously. Q. This goes back, in fact two years back? A. I said a year, approximately a year and a half, year to a year and a half. Q. So at this point in time in January 22, 2007, Target imposed these chargebacks upon Private Label; is that correct? A. That is correct. Q. Do you have any idea of how this came about? A. It's standard industry practice, as I told you, with most mass market retailers, that they have the latitude to charge you back for goods that are returned at store level by their consumers. Q. When you say the latitude, does that	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente Q. What is a DPCI number? A. Department class and code. Q. How do you relate that to Atateks or Basul? A. How do we relate it to Orma or Atateks you mean? Q. That's correct. A. Based on the DPCI. Those are attached to the garments. These numbers are attached to the garments that are shipped. In addition, they appear on Target's commit sheets. MR. GRANNIS: I would ask for the production, if it hasn't previously been produced, of these Target commitment THE WITNESS: Commitment sheets. MR. GRANNIS: Commitment sheets, which would show these DPCI numbers for Atateks that would permit us to confirm that these chargebacks have been properly charged. THE WITNESS: Atateks is in possession
25 receive an item back, and they are able to tie it 25 product. That's how they shipped the	2 2 3 3 4 4 5 5 6 6 7 7 8 8 9 9 10 11 12 13 14 15 16 17 18 19 20 21 22 22	C. Dente 28, 2006." Now, this cover memo to you wasn't generated until January 22, 2007? A. Exactly my point that I made previously. Q. This goes back, in fact two years back? A. I said a year, approximately a year and a half, year to a year and a half. Q. So at this point in time in January 22, 2007, Target imposed these chargebacks upon Private Label; is that correct? A. That is correct. Q. Do you have any idea of how this came about? A. It's standard industry practice, as I told you, with most mass market retailers, that they have the latitude to charge you back for goods that are returned at store level by their consumers. Q. When you say the latitude, does that mean it sometimes happens and sometimes doesn't	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente Q. What is a DPCI number? A. Department class and code. Q. How do you relate that to Atateks or Basul? A. How do we relate it to Orma or Atateks you mean? Q. That's correct. A. Based on the DPCI. Those are attached to the garments. These numbers are attached to the garments that are shipped. In addition, they appear on Target's commit sheets. MR. GRANNIS: I would ask for the production, if it hasn't previously been produced, of these Target commitment THE WITNESS: Commitment sheets, which would show these DPCI numbers for Atateks that would permit us to confirm that these chargebacks have been properly charged. THE WITNESS: Atateks is in possession of all commitment sheets as well, just so
and the transfer of the transf	2 3 3 4 4 5 5 6 6 7 7 8 8 5 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	C. Dente 28, 2006." Now, this cover memo to you wasn't generated until January 22, 2007? A. Exactly my point that I made previously. Q. This goes back, in fact two years back? A. I said a year, approximately a year and a half, year to a year and a half. Q. So at this point in time in January 22, 2007, Target imposed these chargebacks upon Private Label; is that correct? A. That is correct. Q. Do you have any idea of how this came about? A. It's standard industry practice, as I told you, with most mass market retailers, that they have the latitude to charge you back for goods that are returned at store level by their consumers. Q. When you say the latitude, does that mean it sometimes happens and sometimes doesn't or does it always happen?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	C. Dente Q. What is a DPCI number? A. Department class and code. Q. How do you relate that to Atateks or Basul? A. How do we relate it to Orma or Atateks you mean? Q. That's correct. A. Based on the DPCI. Those are attached to the garments. These numbers are attached to the garments that are shipped. In addition, they appear on Target's commit sheets. MR. GRANNIS: I would ask for the production, if it hasn't previously been produced, of these Target commitment — THE WITNESS: Commitment sheets. MR. GRANNIS: Commitment sheets, which would show these DPCI numbers for Atateks that would permit us to confirm that these chargebacks have been properly charged. THE WITNESS: Atateks is in possession of all commitment sheets as well, just so you know, to permit you to cross reference

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2 product.	2 they were a consulting based company.
3 MR. GRANNIS: The lawyers will debate.	3 MR. GRANNIS: I'm going to show the
4 Thank you for that information. The lawyers	4 witness Plaintiffs' Exhibit 514, not bearing
5 will debate later	5 any Bates labels.
6 MR. BYLER: We have a standing	6 For the record, these were documents
7 objection for these documents are already in	7 produced by plaintiffs, just for the record,
8 the possession of Atateks.	8 we did produce those with a Bates label, but
9 Q. Are there any other names you can read	9 it seems that we have inadvertently printed
10 in the handwriting and recognize, other than	out one lacking the Bates label.
11 Orma, Synko, Basul, and Atateks?	11 We're happy to subsequently identify
A. No, none that I can see.	the Bates numbers that apply to this
13 Q. Basul was not a manufacturer of goods,	13 document.
14 right?	14 MR. BYLER: Okay.
15 A. That's correct. They were not a	15 (Plaintiffs' Exhibit 514, Document,
16 factory.	16 marked for identification.)
17 Q. Correct.	Q. Does this document relate to the
On Page 87, it simply refers to Basul,	18 commissions that were paid to Second Skin which
19 and it doesn't refer to a manufacturer. Can you	19 we have talked about in this deposition?
20 explain why that would be the case?	20 A. Stating again that the only moneys that
21 A. Where specifically? I do see where it	21 were received from Atateks were for commissions,
22 says factory FTY with a question mark.	22 that in order for us to, you know, have the
Q. Below though, Basul 81.	23 ability to cross reference these to what's
24 A. Yes, and I believe that where it states	24 attached to the back, but again, stating for the
25 Basul factory, question mark, it's referring to	25 record the only money that was received from
106	108
1 C. Dente	1 C. Dente
2 all the Basul underneath there.	2 Atateks was for commissions.
3 Q. So does that mean that you know it's	3 I also would like to ask that I
4 Basul, but you're not able to identify from this	4 believe when you presented these documents during
5 which factory that is; is that right?	5 the first deposition with Ilhan, that we were
6 A. Perhaps at this moment when they were	6 told they were irrelevant, because you were
7 going through it, and then they had to go back	7 backing out the commission payments from the
8 and cross reference it to documents, as I'm	8 moneys that you're claiming.
9 suggesting you can do the same.	9 Q. Right. These documents don't relate to
10 Q. Did Private Label ever transfer any	10 the total quantum of damages which are owed by
11 money to Second Skin?	11 Private Label. That is true, and we acknowledge
A. My salary was paid to Second Skin.	12 that.
Q. Did you also draw at the same time a	13 A. Okay.
14 salary from Private Label?	Q. However, they do go to the issue of
15 A. No.	15 possible fraudulent conveyances from Private
Q. Other than commissions that Second Skin	16 Label to Second Skin, and obviously if you want
17 received from Atateks, Orma, and Synko, did	17 to ask your lawyer about that, you can do that,
18 Second Skin ever receive any payments for goods	18 but just for the record, we're saying that.
19 that were manufactured for Private Label?	19 MR. BYLER: I think there's a
20 MR. BYLER: Objection to the form. Go	20 limitation on what you can try to do given
21 ahead.	21 your representations to Judge Baer. We
A. Absolutely not. There is no purchase	22 won't get into that now.
23 orders in the name of Second Skin. Second Skin	By the way, it's almost one o'clock.
The state of the s	
24 did not purchase any goods whatsoever. 25 I'm going to state again, they are	24 What's your timing? 25 MR. GRANNIS: I never make commitments

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1	C. Dente	1	C. Dente
2	with respect to time, but I will make a	2	Do you know?
3	disclosure, which is that I have about an	3	A. Yes. I had requested it because I use
4	eleven-page outline, and I am seven pages	4	a portion of the money that I made in commissi
5	through it, which if this reflects reality,	5	to purchase an apartment here in New York, and
6	suggests that I'm more than half way done.	6	order to identify where certain funds came from
7	Would you like to take a lunch break	7	for the mortgage company, they requested a
8	now?	8	letter.
9	THE WITNESS: I would prefer to go	9	MR. GRANNIS: I'm handing Ms. Dent
10	straight through. I don't know. I don't	10	Plaintiffs' Exhibit 516, which is a tax
11	want to make that decision though for	11	return for Private Label for 2003.
12	everybody.	12	(Plaintiffs' Exhibit 516, Tax Return,
13	MR. GRANNIS: Off the record.	13	marked for identification.)
14	(Luncheon recess)	14	Q. Do you recognize this document, Ms.
15	(15	Dente?
16		16	A. Yes, I do.
17		17	O. What is that?
18		18	A. It's a 2003 tax return for Private
19		19	Label Sourcing.
20		20	Q. I'll direct your attention to the
21		1	
22		21	fourth page of this document, which says at the
		22	top, "Analysis of net income."
23		23	Do you see that?
24		24	A. Yes.
25	110	25	Q. Do you see that line that says total
1	C. Dente	₁	C. Dente
2	AFTERNOON SESSION	2	assets there, Line 14?
3	1:33 p.m.	3	A. Yes.
4	CHRISTINE ANN DENTE,	4	Q. That suggests that at the end of the
5	resumed and testified as follows:	5	year 2003, Private Label had total assets of
6	EXAMINATION CONTINUED	6	1,634,000.
7	BY MR. GRANNIS:	7	A. Okay.
8	Q. I'm going to show you what has	8	Q. Would you agree with that?
9	previously been marked as exhibit as	9	A. Which year? I'm sorry.
10	Defendant's Exhibit 10, and I am remarking it as	10	Q. The end of 2003.
11	Plaintiffs' Exhibit 515, Bates No. D 11262.	11	A. Okay. Yes, I would agree that's what
12	(Plaintiffs' Exhibit 515, Document	12	it says here.
13	Bearing Bates Nos. D 11262 marked for	13	Q. Would you agree that's true?
14	identification.)	14	A. I would agree that's what it says here.
15	Q. And I'll ask you if you recognize this	15	Q. Would you agree that's true?
16	document.	16	A. I would have to assume so.
	A. I do.		_
17	Q. What is that?	17	Q. By the way, it says here on Line 18,
18	. -	18	"All nonrecourse loans," and it says, 1,752,201.
19	A. It's a letter written by Atateks	19	What does that refer to? What loans are those?
20	confirming that a payment of \$150,000 was made to	20	A. I have no idea. I would have to go
21	me for commission income.	21	back and cross reference records and document
22	Q. When you say to you, you mean more	22	As I stated earlier in my testimony
	technically to Second Skin?	23	that during my partnership with Bruce Allen, he
23			
23 24 25	A. Yes, that is correct. Q. How did that letter come to be written?	24 25	handled the financials of the company, not they were not reviewed with me, and I handled

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1	C. Dente	1	- 113
2	sales, merchandising, and production.	2	
3	Q. You see that recourse loans is listed	3	^
4	under liabilities and capital, right?	4	a
5	A. Okay.	5	
6	Q. And you understand here that this is a	6	•
7	liability, that Private Label has this loan?	7	A
8	A. Yes, yes.	'8	knowledge as to the nature of that loan?
9	Q. Do you see that the amount of the	9	A. That's correct.
10	liability is greater than the amount of the	10	Q. You again don't have any views as to
11	assets?	111	whether or not Private Label was insolvent as of
12	A, Yes,	12	this date?
13	Q. We usually refer to that as insolvency,	13	A. I don't have any views.
14	meaning that the liabilities are greater than the	14	Q. Just as not to take any time up, you'd
15	assets.	15	•
16	MR. BYLER: Objection. You're starting		give the same answer if I asked you about 2005 and 2006?
17	to ask legal questions, using a legal term	16	A. That is correct.
18	of insolvency.	17	
i	•	18	MR. GRANNIS: I'm going to show the
19	This is one tax return. You can ask	19	witness Plaintiffs' Exhibit 518, bearing
20	this witness about her personal knowledge	20	Bates No. 1359 to 1383.
21	concerning this document, but, I mean, I	21	(Plaintiffs' Exhibit 518, Documents
22	think you are going to get into a bar review	22	Bearing Bates Nos. 1359 through 1383 marked
23	type examination that's not appropriate for	23	for identification.)
24	the deposition.	24	Q. Can you tell me what that document is,
25	Q. Do you have any reason to believe that	25	Ms. Dente?
1	114 C. Dente	1	116 C. Dente
2	do you have any reason the disagree with the	2	A. 2005 Private Label tax return.
3	statement that the liabilities exceeded the	3	MR. BYLER: Do you have a 2005 tax
4	assets?	4	return?
5	A. I don't have any reason to disagree	5	MR. GRANNIS: I'm not going to ask
6	with the numbers that you are quoting off the	6	questions about that. I just wanted to
7	document in front of me. I would	,	identify it.
8	Q. Do you have any belief as to whether	8	I'm going to show the witness
وا	Private Label was insolvent or solvent?	9	Plaintiffs' Exhibit 519, bearing Bates Nos.
10	A. I really I couldn't make any comment	10	1384 to 1393.
11	towards that. I'd have to have the opportunity	11	(Plaintiffs' Exhibit 519, Documents
12	to review this and review other documents within	12	Bearing Bates Nos. 1384 through 1393 marked
13	the company, and this was prepared by an outside	13	for identification.)
14	accounting firm, Mahoney Cohen, and Bruce was in	14	
15	control of dealing with them and providing them	l	Q. What is this document? A. Private Label tax return from 2006.
	- · · ·	15	_
16	all the documentation to put this tax return together.	16	Q. Did you notice here that it says, "All
17	u area del .	17	nonrecourse loans"?
17	-	ا	A 14/hana ana
18	MR. GRANNIS: I'm showing the witness	18	A. Where are we referring to?
18 19	MR. GRANNIS: I'm showing the witness Plaintiffs' Exhibit 517, which is a 2004 tax	19	Q. This is Line 18 of Page 4.
18 19 20	MR. GRANNIS: I'm showing the witness Plaintiffs' Exhibit 517, which is a 2004 tax return for Private Label with Bates Nos.	19 20	Q. This is Line 18 of Page 4. A. Yes.
18 19 20 21	MR. GRANNIS: I'm showing the witness Plaintiffs' Exhibit 517, which is a 2004 tax return for Private Label with Bates Nos. 1321 to 1346.	19 20 21	Q. This is Line 18 of Page 4.A. Yes.Q. You'll notice that on the right Column
18 19 20 21 22	MR. GRANNIS: I'm showing the witness Plaintiffs' Exhibit 517, which is a 2004 tax return for Private Label with Bates Nos. 1321 to 1346. (Plaintiffs' Exhibit 517, 2004 Tax	19 20 21 22	Q. This is Line 18 of Page 4. A. Yes. Q. You'll notice that on the right Column D it doesn't show anything. Do you see?
18 19 20 21 22 23	MR. GRANNIS: I'm showing the witness Plaintiffs' Exhibit 517, which is a 2004 tax return for Private Label with Bates Nos. 1321 to 1346. (Plaintiffs' Exhibit 517, 2004 Tax Return, marked for identification.)	19 20 21 22 23	Q. This is Line 18 of Page 4. A. Yes. Q. You'll notice that on the right Column D it doesn't show anything. Do you see? A. Yes.
18 19 20 21 22	MR. GRANNIS: I'm showing the witness Plaintiffs' Exhibit 517, which is a 2004 tax return for Private Label with Bates Nos. 1321 to 1346. (Plaintiffs' Exhibit 517, 2004 Tax	19 20 21 22	Q. This is Line 18 of Page 4. A. Yes. Q. You'll notice that on the right Column D it doesn't show anything. Do you see?

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			1119
- 1		1	C. Dente
i	Q. I'll represent to you for the record	2	Atateks.
İ	that this means that the beginning of the year	3	Q. Ms. Dente, I've reviewed the tax return
	4 there was a loan outstanding, and at the end of	4	and I'll tell you what I found, which is that in
	5 year there wasn't, and if I asked you how that	5	2003 and 2004 Private Label had substantial
	6 loan came to be paid off, would you have any	6	profits, okay.
	7 information about that?	7	2003 was 740,000, and 2004 was 308.
	8 A. I would have to see specific documents	8	Then in 2005 and 2006, it had substantial losses
	9 and have to cross reference which loans we are	9	in each of those years. It was in the range of
i	talking about and	10	\$700,000.
	Q. Who would know more about this than	11	Can you tell me why Private Label
	12 you?	12	became unprofitable?
	A. Who would know more about this than me?	13	A. Yes. We had some major shipping
	4 Q. Right.	14	problems, both out of Turkey, production problems
	A. Well, I would have to first say perhaps	15	I should say, which led to shipping problems, the
	Bruce Allen, because he had still been my	16	majority of them in Turkey. Had to give a ratio,
	partner, and again, I told you he was in control	17	70 percent of the problems occurred in Turkey, 30
	of the financial side of the business and	18	percent happened in Korea.
	9 handling all the documents that would have been	19	So there was an overall delay in
	given to the accountants to prepare the tax	20	shipping goods, which led to cancellations,
	return.	21	sell-offs and things of that sort.
:	Q. Do you see that on Page 1387, the same	22	Q. Did the delays in Turkey only involve
;	page we were just looking at, for accounts	23	Atateks?
:	payable, it says 3,243,000?	24	 A. No, at that particular time it actually
<u> </u> 2	A. Accounts payable is a specific	25	didn't involve Atateks at all.
	118		120
	118 1 C. Dente	1	120 C. Dente
	118 1 C. Dente 2 Q. I'm sorry. Do you see it says on Line	1 2	C. Dente Q. What did it involve?
	118 1 C. Dente 2 Q. I'm sorry. Do you see it says on Line 3 15 accounts payable?	1 2 3	C. Dente Q. What did it involve? A. It involved other factories in Turkey.
	118 1 C. Dente 2 Q. I'm sorry. Do you see it says on Line 3 15 accounts payable? 4 A. Yes.	1 2 3 4	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which?
	118 1 C. Dente 2 Q. I'm sorry. Do you see it says on Line 3 15 accounts payable? 4 A. Yes. 5 Q. You understand that? What are accounts	1 2 3 4 5	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product.
	C. Dente C. Dente Q. I'm sorry. Do you see it says on Line 15 accounts payable? A. Yes. Q. You understand that? What are accounts payable?	1 2 3 4 5 6	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product. Q. What were those factories?
	118 1 C. Dente 2 Q. I'm sorry. Do you see it says on Line 3 15 accounts payable? 4 A. Yes. 5 Q. You understand that? What are accounts 6 payable? 7 A. Moneys that are owed.	1 2 3 4 5 6 7	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product. Q. What were those factories? A. I would have to get the names for you.
	118 1 C. Dente 2 Q. I'm sorry. Do you see it says on Line 3 15 accounts payable? 4 A. Yes. 5 Q. You understand that? What are accounts 6 payable? 7 A. Moneys that are owed. 8 Q. Owed by Private Label to another party?	1 2 3 4 5 6 7 8	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product. Q. What were those factories? A. I would have to get the names for you. Totally unrelated to seamless product.
	C. Dente C.	1 2 3 4 5 6 7 8	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product. Q. What were those factories? A. I would have to get the names for you. Totally unrelated to seamless product. Q. Were there any other causes of the
	C. Dente C.	1 2 3 4 5 6 7 8 9	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product. Q. What were those factories? A. I would have to get the names for you. Totally unrelated to seamless product. Q. Were there any other causes of the delays?
	118 C. Dente Q. I'm sorry. Do you see it says on Line 15 accounts payable? A. Yes. Q. You understand that? What are accounts payable? A. Moneys that are owed. Q. Owed by Private Label to another party? A. Correct. Q. Do you know what's included in this 1 3,243,000?	1 2 3 4 5 6 7 8 9	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product. Q. What were those factories? A. I would have to get the names for you. Totally unrelated to seamless product. Q. Were there any other causes of the delays? A. I'm sorry?
	C. Dente C. Den	1 2 3 4 5 6 7 8 9 10 11	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product. Q. What were those factories? A. I would have to get the names for you. Totally unrelated to seamless product. Q. Were there any other causes of the delays? A. I'm sorry? Q. Were there any particular causes of the
	C. Dente C. Dente Q. I'm sorry. Do you see it says on Line 15 accounts payable? A. Yes. Q. You understand that? What are accounts payable? A. Moneys that are owed. Q. Owed by Private Label to another party? A. Correct. Q. Do you know what's included in this 3,243,000? A. For any of the figures that are located in this document, 2006 tax return, I would have	1 2 3 4 5 6 7 8 9 10 11 12 13	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product. Q. What were those factories? A. I would have to get the names for you. Totally unrelated to seamless product. Q. Were there any other causes of the delays? A. I'm sorry? Q. Were there any particular causes of the delays?
	C. Dente C. Dente Q. I'm sorry. Do you see it says on Line 15 accounts payable? A. Yes. Q. You understand that? What are accounts payable? A. Moneys that are owed. Q. Owed by Private Label to another party? A. Correct. Q. Do you know what's included in this 3,243,000? A. For any of the figures that are located in this document, 2006 tax return, I would have to go back and have the opportunity to cross	1 2 3 4 5 6 7 8 9 10 11 12 13 14	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product. Q. What were those factories? A. I would have to get the names for you. Totally unrelated to seamless product. Q. Were there any other causes of the delays? A. I'm sorry? Q. Were there any particular causes of the delays? A. I think just general mismanagement of
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1 1 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2	C. Dente Q. I'm sorry. Do you see it says on Line 15 accounts payable? A. Yes. Q. You understand that? What are accounts payable? A. Moneys that are owed. Q. Owed by Private Label to another party? A. Correct. Q. Do you know what's included in this 3,243,000? A. For any of the figures that are located in this document, 2006 tax return, I would have to go back and have the opportunity to cross reference other documents to how it was prepared. MR. GRANNIS: I would ask that the defendants produce underlying work papers to establish how this figure of 3,243,381 was arrived at, and in particular, the amount if any of liability that is to Atateks that is included in that figure. THE WITNESS: So to be clear, you only want to know the details if Atateks is included	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente Q. What did it involve? A. It involved other factories in Turkey. Q. Which? A. For different type product. Q. What were those factories? A. I would have to get the names for you. Totally unrelated to seamless product. Q. Were there any other causes of the delays? A. I'm sorry? Q. Were there any particular causes of the delays? A. I think just general mismanagement of production on the factory — at the factory level, but yes, in fact you are correct that was a very difficult year for us. Q. 2005 and 2006 was also unprofitable. A. It was very difficult. We had to start to work our way back from the problems of 2005. Q. Did Atateks ever deliver garments to Basul's warehouse?

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1	C. Dente	1	C. Dente
2	Q. Did Private Label have a warehouse in	2	merchandise in some number of items, and yet it
3	Turkey?	3	could still meet an AQL standard?
4	A. No, they did not.	4	A. I think what you're trying to say is
5	Q. Second Skin never had a warehouse in	5	you're asking me is is there a difference
6	A. No, Second Skin never purchased any	6	between the AQL standards versus goods that I
7	product.	7	would believe to be commercially acceptable,
8	Q. Did Atateks ever deliver goods to a	8	commercially acceptable for sale?
9	warehouse in Turkey for Private Label?	9	Because neither one of us would really
10	A. Atateks shipped goods two ways, as I	10	determine. It really it's not it's a very
11	previously mentioned in my testimony. On a	11	objective approach. There's no there's no
12	direct LC basis, when LC was opened from Target,	12	room for opinion. So there's a standard, certain
13	those goods were delivered to Target's forwarder.	13	amount of garments are chosen, reviewed, and then
14	When goods were shipped to our warehouse, we		a report is done, and it's based on a whole, you
15	determined the forwarder that was going to be	14 15	know, AQL standard.
16			, <u> </u>
17	used, and the goods were shipped to a warehouse in Miami.	16	Q. I'm not trying to press you to
	Q. What is AQL?	17	A. Okay, I just so you you can
18	A. AQL is a certain rating system of	18	understand that I couldn't answer that question,
19	- ·	19	you couldn't answer that question.
20	industry standard by which goods are evaluated	20	It is not a subjective question when
21	for quality.	21	inspection is being done. There is, though, the
22	Q. Can you expand on that, please?	22	you can say subjectively would I believe them
23	A. I don't know enough about that's not	23	to be commercially acceptable, does the average
24	my area of expertise. I just know that there is	24	consumer understand what you're talking about,
	والمراجع وال		
25	an industry standard that is used when inspecting	25	the AQL. Would they wear the garment? In
	122		124
1	C. Dente	1	124 C. Dente
1 2	C. Dente goods for quality, and there's a certain method	1 2	C. Dente layman's terms, would they still wear the
1 2 3	C. Dente goods for quality, and there's a certain method in which the goods are inspected, certain amount	1 2 3	C. Dente layman's terms, would they still wear the garment? Is it commercially acceptable?
1 2 3 4	C. Dente goods for quality, and there's a certain method in which the goods are inspected, certain amount of goods that are inspected to ascertain if the	1 2 3 4	C. Dente layman's terms, would they still wear the garment? Is it commercially acceptable? Q. What I was saying is I'm not at all
1 2 3 4 5	C. Dente goods for quality, and there's a certain method in which the goods are inspected, certain amount of goods that are inspected to ascertain if the goods are 100 percent good quality to be shipped.	1 2 3 4 5	C. Dente layman's terms, would they still wear the garment? Is it commercially acceptable? Q. What I was saying is I'm not at all I'm trying to find out how much you know about
1 2 3 4 5	C. Dente goods for quality, and there's a certain method in which the goods are inspected, certain amount of goods that are inspected to ascertain if the goods are 100 percent good quality to be shipped. It's an industry standard for all	1 2 3 4 5 6	C. Dente layman's terms, would they still wear the garment? Is it commercially acceptable? Q. What I was saying is I'm not at all I'm trying to find out how much you know about AQL, and I'm not trying to put words in your
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente goods for quality, and there's a certain method in which the goods are inspected, certain amount of goods that are inspected to ascertain if the goods are 100 percent good quality to be shipped. It's an industry standard for all retailers. Q. Suppose that there is a proposed shipment of goods, a collection of goods to be shipped, which is inspected, and it contains 10,000 garments. A. All the same style? Q. All the same style. Could that shipment meet AQL standards if a single defect was found? A. I don't know. That's not my area of expertise, I don't really know the rating system. I would not know even how to explain it to you other than the general understanding that I tried to give you as it's an industry standard that's set, and any inspection services, any whether	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	C. Dente layman's terms, would they still wear the garment? Is it commercially acceptable? Q. What I was saying is I'm not at all I'm trying to find out how much you know about AQL, and I'm not trying to put words in your mouth. Let me try one more time, and if you don't know, you don't know. A. Okay. Q. Do you know whether the AQL standards permit approval of shipments of goods, even if there are some defects found, if the defects are found on sufficiently few garments? A. Okay. I'll try and answer for you one more time. With the AQL is a standard, so it would not allow or disallow goods to be shipped. That's really of the ultimate decision of the retailer, the factory, and the vendor to make that determination. Q. But a good isn't isn't a shipment of
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente goods for quality, and there's a certain method in which the goods are inspected, certain amount of goods that are inspected to ascertain if the goods are 100 percent good quality to be shipped. It's an industry standard for all retailers. Q. Suppose that there is a proposed shipment of goods, a collection of goods to be shipped, which is inspected, and it contains 10,000 garments. A. All the same style? Q. All the same style. Could that shipment meet AQL standards if a single defect was found? A. I don't know. That's not my area of expertise, I don't really know the rating system. I would not know even how to explain it to you other than the general understanding that I tried to give you as it's an industry standard that's set, and any inspection services, any whether they're independent or working for the retailer,	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente layman's terms, would they still wear the garment? Is it commercially acceptable? Q. What I was saying is I'm not at all I'm trying to find out how much you know about AQL, and I'm not trying to put words in your mouth. Let me try one more time, and if you don't know, you don't know. A. Okay. Q. Do you know whether the AQL standards permit approval of shipments of goods, even if there are some defects found, if the defects are found on sufficiently few garments? A. Okay. I'll try and answer for you one more time. With the AQL is a standard, so it would not allow or disallow goods to be shipped. That's really of the ultimate decision of the retailer, the factory, and the vendor to make that determination. Q. But a good isn't isn't a shipment of goods determined to either not or to meet or not
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente goods for quality, and there's a certain method in which the goods are inspected, certain amount of goods that are inspected to ascertain if the goods are 100 percent good quality to be shipped. It's an industry standard for all retailers. Q. Suppose that there is a proposed shipment of goods, a collection of goods to be shipped, which is inspected, and it contains 10,000 garments. A. All the same style? Q. All the same style. Could that shipment meet AQL standards if a single defect was found? A. I don't know. That's not my area of expertise, I don't really know the rating system. I would not know even how to explain it to you other than the general understanding that I tried to give you as it's an industry standard that's set, and any inspection services, any whether they're independent or working for the retailer,	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente layman's terms, would they still wear the garment? Is it commercially acceptable? Q. What I was saying is I'm not at all I'm trying to find out how much you know about AQL, and I'm not trying to put words in your mouth. Let me try one more time, and if you don't know, you don't know. A. Okay. Q. Do you know whether the AQL standards permit approval of shipments of goods, even if there are some defects found, if the defects are found on sufficiently few garments? A. Okay. I'll try and answer for you one more time. With the AQL is a standard, so it would not allow or disallow goods to be shipped. That's really of the ultimate decision of the retailer, the factory, and the vendor to make that determination. Q. But a good isn't isn't a shipment of goods determined to either not or to meet or not

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	C. Dente		127	
1		1	C. Dente	
2	determined to meet an AQL standard, even if there	2	invoices contained in here or	
3	might be some defects found, if the defects were	3	A. What I disagree	
4	found on sufficiently few garments?	4	MR. BYLER: Hold on. I object to the	
5	A. Then it would be meeting AQL standard,	5	line of the questioning.	
6	and it would be they would sign the inspection	6	We just got handed a page an inch	
7	certificate to allow the goods to ship.	7	thick, a lot of documents. The first four	
8	Again, I don't know if I'm answering or	8	pages are what you have compiled. There are	
9	not. That's not my area of expertise.	9	other documents which you're representing to	
10	(Plaintiffs' Exhibit 520, Collection of	10	support.	
11	Documents, marked for identification.)	11	To be asking in a deposition well, do	
12	Q. Ms. Dente, I'm going to give you a	12	you disagree with anything, I think is a	
13	collection of documents that has been labeled	13	fundamentally flawed question.	
14	Plaintiffs' Exhibit 520, and the first page of	14	I mean, it's unfair to the witness,	
15	this document is something I produced previously,	15	because, you know, you're representing while	
16	but we have modified again. You have seen it	16	these correlate there was four years of	
17	before, and it is our current calculation of what	17	business that was done by the two companies,	
18	we believe we meaning the plaintiffs believe.	18	and it would take time really to, you know,	
19	We have eliminated the commissions to	19	check what's been clipped to the first four	
20	you, although it's just subject to the statement	20	pages to see if it correlates, not to	
21	I made before about we believe they are	21	mention whether it is complete or	
22	fraudulent transfers, but that's really just for	22	incomplete. In other ways.	
23	the record. I'm not asking you about it.	23	We've been going through a lot of	
24	So I've put so this now has been	24	different documents concerning chargebacks	
25	revised. I put a date on it, and it's not	25	and the like, so I have to state for the	
	126		128	
1	C. Dente	1	C. Dente	
2	actually this document, which my office prepared	2	record the objection to this approach to	
3	in conjunction with the client is actually the	3	questioning the witness.	
4	first four pages, okay? Now, behind it is all of	4	You're asking this witness her personal	
5	the receipts. I'm sorry.	5	knowledge of. That's the purpose of	
6	This is all of the invoices, bills of	6	deposition, but what you handed her is	
7	lading, airway bills, for goods we, the	7	basically a representation on your part of	
8	plaintiffs, manufactured and sold to Target	8	what really amounts to a legal case on your	
9	through Private Label from December 15, 2005, on.	9	part, and I don't think that's, you know, a	
10	Okay?	10	way of going at this that's appropriate for	
11	 A. Can I go back and just comment that you 	11	a deposition.	
12	made as far as the commission payments that are	12	MR. GRANNIS: I'm always amenable to	
13	backed out of here because you believe them to be	13	help with suggestions.	
14	fraudulently transferred. I just again I want	14	Do you have a method you would prefer	
15	to just comment that I'm not quite sure where	15	to have that question answered?	
16	you're going and stating that for the record,	16	THE WITNESS: I have an opinion.	
17	because they were commission payments made to	17	MR. BYLER: The witness has an opinion.	
18	Second Skin, not made to Private Label, so	18	THE WITNESS: I have an opinion,	
1	nothing was transferred from Private Label to	19	because we believe and again I don't know	
19		i	if there are reflective of the avect	
19 20	Second Skin.	20	if these are reflective of the exact	
	Second Skin. Q. I understand, and I wouldn't have taken	20 21	documents we reviewed previous to the first	
20	_			
20 21	Q. I understand, and I wouldn't have taken	21	documents we reviewed previous to the first	
20 21 22	Q. I understand, and I wouldn't have taken your silence to be any concession. I understand	21 22	documents we reviewed previous to the first deposition of Ilhan, but we don't agree with	

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i	C. Dente		C. Dente
1		1	
2	of the purchase orders back to what you're	2	its position with respect to the accounting.
3	considering invoices,	3	I, therefore, would request that
4	Then we would have to take it on a	4	Private Label set forth its own accounting. As
5	case-by-case basis, because there are	5	we know, this case, if we can't resolve it, is
6	counterclaims being helped against those	6	going to result in a trial before Judge Baer.
7	purchase orders, so it's almost impossible	7	I'm sure Judge Baer would want us in
8	for us to reconcile this.	8	the course of discovery to exchange our
9	Q. Do you have your own reconciliation of	9	respective positions in advance of the trial so
10	how much you owed to our client?	10	that we know where we differ, and I hope that we
11	MR. BYLER: I thought there was a	11	we'll be able to get Private Label's concrete
12	presentation to Atateks in	12	position with respect to its accounting,
13	THE WITNESS: And Ilhan.	13	including the backup documentation.
14	MR. BYLER: And Ilhan, but that may	14	MR. BYLER: The only further comment is
15	have occurred, come to think of it, before	15	there was a settlement conference where
16	you, Eric, were counsel to Atateks in this	16	Private Label did make a presentation,
17	case.	17	understanding you don't have it, but I just
18	There was such an effort, and it did	18	say that for the record to indicate only
19	reflect a different methodology. I would	19	that it's not that Private Label is trying
20	call this a macro approach.	20	to hide the ball.
21	What the witness just now I'm glad	21	It's just that we're not prepared today
22	she spoke, not me, but said is you have	22	to present that to you, because you know,
23	to do it by purchase order because it was a	23	you
24	purchase order business. There wasn't any	24	THE WITNESS: We thought you had it.
25	large master contract. It was a purchase	25	MR. GRANNIS: I would note that whether
23		2.5	Pilo Grantings. I Would note that Whether
25	130	23	132
1	130 C. Dente	1	C. Dente
1 2	C. Dente order business, so to do an accounting of	1 2	C. Dente or not we have it, documents exchanged in
1 2 3	C. Dente order business, so to do an accounting of damages, which is what you're getting at,	1 2 3	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only,
1 2 3 4	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then	1 2 3 4	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate
1 2 3 4 5	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase	1 2 3 4 5	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about
1 2 3 4 5 6	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been	1 2 3 4 5 6	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was
1 2 3 4 5 6 7	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been chargebacks, what may have been, you know,	1 2 3 4 5 6 7	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was inappropriate for you to raise the question.
1 2 3 4 5 6 7 8	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been chargebacks, what may have been, you know, accounts, whatever, and that's the approach	1 2 3 4 5 6 7 8	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was inappropriate for you to raise the question. It's just I wanted to indicate there was
1 2 3 4 5 6 7 8	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been chargebacks, what may have been, you know, accounts, whatever, and that's the approach you have to take in terms of doing	1 2 3 4 5 6 7 8	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was inappropriate for you to raise the question. It's just I wanted to indicate there was something done by Private Label, and yes it
1 2 3 4 5 6 7 8 9	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been chargebacks, what may have been, you know, accounts, whatever, and that's the approach you have to take in terms of doing accounting for damages.	1 2 3 4 5 6 7 8 9	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was inappropriate for you to raise the question. It's just I wanted to indicate there was something done by Private Label, and yes it was for settlement.
1 2 3 4 5 6 7 8 9 10	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been chargebacks, what may have been, you know, accounts, whatever, and that's the approach you have to take in terms of doing accounting for damages. MR. GRANNIS: Off the record.	1 2 3 4 5 6 7 8 9 10 11	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was inappropriate for you to raise the question. It's just I wanted to indicate there was something done by Private Label, and yes it was for settlement. On the other hand, it did reflect the
1 2 3 4 5 6 7 8 9 10 11 12	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been chargebacks, what may have been, you know, accounts, whatever, and that's the approach you have to take in terms of doing accounting for damages. MR. GRANNIS: Off the record. (Discussion off the record.)	1 2 3 4 5 6 7 8 9 10	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was inappropriate for you to raise the question. It's just I wanted to indicate there was something done by Private Label, and yes it was for settlement. On the other hand, it did reflect the methodology in terms of the approach we
1 2 3 4 5 6 7 8 9 10 11 12 13	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been chargebacks, what may have been, you know, accounts, whatever, and that's the approach you have to take in terms of doing accounting for damages. MR. GRANNIS: Off the record. (Discussion off the record.) MR. BYLER: All I was going to say, we	1 2 3 4 5 6 7 8 9 10 11 12 13	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was inappropriate for you to raise the question. It's just I wanted to indicate there was something done by Private Label, and yes it was for settlement. On the other hand, it did reflect the methodology in terms of the approach we believe appropriate.
1 2 3 4 5 6 7 8 9 10 11 12 13	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been chargebacks, what may have been, you know, accounts, whatever, and that's the approach you have to take in terms of doing accounting for damages. MR. GRANNIS: Off the record. (Discussion off the record.) MR. BYLER: All I was going to say, we don't agree with the approach you've taken	1 2 3 4 5 6 7 8 9 10 11 12 13 14	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was inappropriate for you to raise the question. It's just I wanted to indicate there was something done by Private Label, and yes it was for settlement. On the other hand, it did reflect the methodology in terms of the approach we believe appropriate. Q. Back to the questioning on a new topic.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been chargebacks, what may have been, you know, accounts, whatever, and that's the approach you have to take in terms of doing accounting for damages. MR. GRANNIS: Off the record. (Discussion off the record.) MR. BYLER: All I was going to say, we don't agree with the approach you've taken reflected in Plaintiffs' Exhibit 520, and	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was inappropriate for you to raise the question. It's just I wanted to indicate there was something done by Private Label, and yes it was for settlement. On the other hand, it did reflect the methodology in terms of the approach we believe appropriate. Q. Back to the questioning on a new topic. When did you last speak with Bahar?
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	C. Dente order business, so to do an accounting of damages, which is what you're getting at, you have to go by purchase order and then start to, you know, look at each purchase order in terms of what may have been chargebacks, what may have been, you know, accounts, whatever, and that's the approach you have to take in terms of doing accounting for damages. MR. GRANNIS: Off the record. (Discussion off the record.) MR. BYLER: All I was going to say, we don't agree with the approach you've taken reflected in Plaintiffs' Exhibit 520, and that's, you know, the explanation I gave in	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	C. Dente or not we have it, documents exchanged in settlement are for settlement purposes only, and I think I would have been inappropriate for me to question the witness about MR. BYLER: I'm not saying it was inappropriate for you to raise the question. It's just I wanted to indicate there was something done by Private Label, and yes it was for settlement. On the other hand, it did reflect the methodology in terms of the approach we believe appropriate. Q. Back to the questioning on a new topic. When did you last speak with Bahar? A. I'm not quite sure of her exact
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	1 C. Dente	1	C. Dente
	2 last couple of weeks?	2	paying them due to all the problems that occurred
	A. Indirectly through attorneys.	3	specifically out of Jordan.
	Q. Through which attorneys?	4	Q. What were the problems out of Jordan?
	5 A. Through my attorneys.	5	A. There were major, major production
	Q. They contacted her?	1	problems and, you know, the cause for those
	7 A. We contacted Basul, who in turn	6	
	B contacted Bahar.	7	production problems, according to Atateks, is a
	Q. What does Bahar do now for employment?	8 9	very gray area. They claim it was the war. If you read the articles from the
1		1	•
		10	National Labor Committee, they claim that there was tremendous upheaval in the Atateks factory,
		11	•
1		12	workers being abused. When Target went in and inspected the
		13	-
1		14	factories themselves and audited the factories,
1		15	they found payroll were incomplete. People not
		16	being paid for overtime. They did not have
	Ç,,,, -	17	proper sleeping conditions, that the overall
1		18	treatment of the employees was improper.
1		19	The working conditions were not
2		20	functional, and Atateks claims it was because
2	3	21	they didn't get proper information from Private
2		22	Label and Basul, so there was conflicting stories
2		23	all the way around.
2		24	Q. Have you had many meetings with Mr.
2	<u> </u>	25	Duman, Alp Duman?
	134 C Dente	١,	C Dente
	C. Dente	1	C. Dente
	C. Dente relationship, help plan and grow business going	2	C. Dente A. No.
	C. Dente relationship, help plan and grow business going forward, business relationships going forward to	2	C. Dente A. No. MR. GRANNIS: Off the record.
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1 1 1 1 1 1 1 1 1 2 2 2	c. Dente relationship, help plan and grow business going forward, business relationships going forward to kind of seal the bond. There were higher level meetings. Q. Did you ever discuss with him the details in particular amounts owed or invoices, other than any recent settlement agreement that occurred, settlement meetings that occurred? A. Yeah, he called me on several occasions. He e-mailed me directly. Q. Tell me what you generally recall about the substance of those communications. A. It was specific to when are we going the get our money. Q. Did he make any admission that your chargebacks were correct? A. Ihsan on any time in trying to discuss chargebacks or overall problems with him, he would be very defensive. He never felt his factory was at fault. He blamed Basul, he blamed Target, he blamed Private Label. He didn't want to get involved in details, specific details of numbers, and he did	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	C. Dente A. No. MR. GRANNIS: Off the record. (Recess taken.) MR. GRANNIS: Ms. Dente, I think you indicated you just had something you wanted to add. THE WITNESS: Yes. With regard to our discussion of the tax returns, where we're looking at Page 4 and you were referencing accounts payable, you were also referencing assets, liabilities. I just want to be clear that in the business that we do, if we have goods prior to December 31 that are on water that haven't yet arrived, they're entered into your inventory, but not yet paid for, so where you're also looking at loans and things of that sort, that is all tied back to inventory versus invoicing and tied back to payable, so I just wanted to that information I think you did request, though,

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1 C. Dente	1 C. Dente
2 MR. BYLER: No.	2
3 (Time noted: 2:40 p.m.)	3
4	4
5	5
6	6
7	7
8	8 CHRISTINE ANN DENTE
9	9
10	10 Subscribed and sworn to
11	11 before me this day
12	12 of 2008
13	13
14	14
15	15
16	16
17	17
18	18
19	19
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21	21
22	22
22 23	22 23
24	1
25	24 25
138	140
1 C. Dente	1
2 May 29, 2008	2 CERTIFICATE
3	3
4 ERRATA	4 STATE OF NEW YORK)
5	5) ss.
6 PAGE/LINE CHANGE/REASON	6 COUNTY OF NEW YORK)
7	7
8	
9	9 Reporter and Notary Public within and for the
10	10 State of New York, do hereby certify:
11	11 That CHRISTINE ANN DENTE, the witness
12	12 whose deposition is hereinbefore set forth, was
13	13 duly sworn by me and that such deposition is a
	14 true record of the testimony given by such
	15 witness.
16	15 will less. 16 I further certify that I am not related
	17 to any of the parties to this action by blood or
-	18 marriage and that I am in no way interested in
18	— 1 10 mannage and that I am in no way interested in
19	19 the outcome of this matter
19	19 the outcome of this matter.
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